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# U.S. EPA REGION 10 OFFICE OF REGIONAL COUNSEL

Direct Phone 503.221-7303

Direct Facsimile 800.600.9232

June 29, 2010

E-Mail

epopovich@robertskaplan.com

# **VIA OVERNIGHT MAIL**

Lori Houck Cora Assistant Regional Counsel U.S. Environmental Protection Agency Region 10, ORC-158 1200 Sixth Avenue Seattle, WA 98101

Re: Portland Harbor Superfund Site; Linnton Plywood Association ("LPA")

**Insurance Coverages Related to Environmental Claims** 

Dear Lori:

I am assisting Bill with the insurance aspects of the LPA file. You have asked us to provide you with copies of documents in LPA's files related to insurance coverages applicable to the EPA claims. You have already been provided with copies of the documents produced by Safeco under cover dated November 24, 2008. Enclosed please find all of the remaining documentation in LPA's possession or control related to environmental claims from EPA, as follows:

	<u>Date</u>	Insurer	Policy No.
1	04/23/70 - 04/23/73	General Insurance Co. of America	CP 276891
2	04/23/73 - 04/23/76	General Insurance Co. of America	CP 383478
3	04/23/76 - 04/23/79	General Insurance Co. of America	CP 646638
4	04/23/79 - 04/23/80	General Insurance Co. of America	CP 646638-A
5	04/23/80 - 04/23/81	General Insurance Co. of America	CP 646638-A
6	04/23/68 - 04/23/70	General Insurance Co. of America	CP 160977

Please call with any questions.

Very truly yours,

Elia E. Popovich

EEP/cbs Enclosures

cc: Jimmy Stahly (LPA) (w/o encl.)

William Hutchison (w/o encl.)

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GENERAL INSURANCE CO	MPANY OF AMERICA	OFFICE OF	
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1. Name of the insured	•	☐ 6. Description of item or coverage	9. Rating clc
2. Address of the insured	4. Location of property	7. Policy period	<b>₹</b> 10. Rate
3. Occupation of the insured	5. Mortgagee or Loss Payee	8. Policy term	11. Premium
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POLICY CP 276891 BRA OFF POLICY EXP. DATE APRIL 23, 1973 NUM	NCH ODO:ZF:NAS	4/10 80	
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CHARGE FOR UNKNOWN EXPOSURE

# MARSH & McLennan. Inc.

INSURANCE

1100 GEORGIA-PACIFIC BUILDING PORTLAND, OREGON 97204

July 2, 1971

Linnton Plywood Association P. O. Box 03128 Portland, Oregon 97203

Attention: C. P. Hylton, Secretary Treasurer

Gentlemen:

COMPREHENSIVE PUBLIC LIABILITY
INCLUDING AUTOMOBILE PHYSICAL DAMAGE
GENERAL INS. CO. POLICY CP 276891

Enclosed is audit on the above for the period April 23, 1970 to April 23, 1971, which, through exposures listed, developed an additional premium of \$59.00 for which our Invoice is enclosed.

Trust this will be found in order and remain,

Very truly yours,

H. A. Stevens Vice-President

HAS:mc enclosures

JUL 3 1971

# A COMMERCIAL PACKAGE FOR

LINNTON PLYWOOD ASSOCIATION

CP 276891

MARSH & McLennan, Inc.

OF OREGON

1100 GEORGIA-PACIFIC BUILDING - PORTLAND, OREGON 97204

your Independent Insurance Agent:



MARSH & MC LENNAN, INC. OF OREGON

# BLANKET LIABILITY POLICY

# PREPARED FOR

LINNTON PLYWOOD ASSOCIATION

CP 276891

INDEX OF COVERAGES*	Section	Schedule	Section Sci	hedule
PROPERTY			INLAND MARINE	
			GLASS COVERAGE	
BLANKET LIABILITY PERSONAL INJURY		A	OTHER INSURANCE	
MEDICAL PAYMENTS AUTOMOBILE MEDICAL		A	BAPECO INSURANCE GENERAL INSURANCE COMPANY OF AMER Home Office/ Seettle, Washington	ICA
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			MARSH & MC LENNAN, INC. OF OREGON	
AUTOMOBILE PHYSICAL DAMAGE	IV	A	L	ل
*This index is not intended to be a part of the	nolicy and	therefore	your Independent Insurance Agent	

does not modify the contents thereof.

# GENERAL INSURANCE COMPANY OF AMERICA

(A stock insurance company, herein called the company)



# COMMERCIAL POLICY CONDITIONS APPLICABLE TO ALL SECTIONS

AGREES with the **insured**, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, amounts of insurance, exclusions, conditions and other terms of this policy to insure the **insured** in accordance with the provisions of the schedule or schedules attoched hereto and made a part hereof.

A. Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

- B. Liberalization Clause: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution of form had been made.
- C. Inspection and Audit: The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute on undertoking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

D. Cancellation: This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to moiling.

If the named insured cancels, earned premium shall be computed in occordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed prorata. Premium adjustment may be made either of the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a candition of cancellation.

E. Deferred Premium Payment Plan: If the insured elects to pay the premium in equal annual payments as indicated on the first page of this policy the premium for this policy is hereby made so payable. Default in making any payment shall be construed as a request of the insured to cancel this policy, in which case this company shall, upon demand and surrender of this policy, or after ten days written notice to the insured, comply with the said request.

If this policy is canceled, either at the request of the insured or at the election of this company, this company shall refund to the insured only the excess of paid premium over earned premium. In the event the earned premium exceeds the paid premium the insured shall pay this company the difference.

- F. Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- G. Impairment of Recovery: Except as noted below, this company shall not be bound to pay any loss if the insured shall have impaired any right of recovery for loss to the property insured; however it is agreed that:
  - As respects property while on the premises of the insured, permission is given the insured to release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and
  - As respects property in transit, the insured may, without prejudice to this insurance, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.
- H. Conformity With Statute: The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.
- 1. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- J. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appaintment and qualification of the legal representative.
- K. Modification of Terms: Any provisions cantained in this policy (or supplements, schedules and endorsements attached thereto) which are in conflict with conditions A thru J above are hereby waived.
- L. Extension: If coverage provided by this palicy replaces a similar coverage of a policy expiring on the effective date of this palicy, then coverage hereunder shall be extended to the expiration time of the palicy so replaced.

IN WITNESS WHEREOF, General Insurance Campany of America has caused this policy to be signed by its president and secretary at Seattle, Washington, and countersigned on the declarations page by a duly authorized representative of the company.

Ith Hammersla SECRETARY

Inda A. Livearry PRESIDENT

# GENERAL INSURANCE COMPANY OF AMERICA Home Office: 4347 Brooklyn Ave. N.E., Seattle, Washington 98105 (A Stock Insurance Company)

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276891

Commercial Policy Declarations Item 1. Named Insured and Address (Number, Street, Town, County, State, ZIP Code) LINNTON PLYWOOD ASSOCIATION 10504 N. W. ST. HELENS ROAD MPP ACCOUNT NO PORTLAND, OREGON 97231 Business of Named Insured is: PLYWOOD MFG. Corp. Partnership Joint Venture Other COOPERATIVE ASSOC Individual The Named Insured is Item 2, Policy Term APRIL 23, 1970 THREE APRIL 23, 1973 Expiration Item 3. The insurance offorded shall apply in accordance with the schedule or schedules attached hereto, and only with respect to the coverage under such schedule or schedules as specified therein. AS PROVIDED UNDER SCHEDULEIS) COVERAGE SECTION Location of premises: (Enter "same" if same location as above) 2. PROPERTY 3. COVERAGE 4 Liability (1) Other than Automobile (2) Automobile (3) Personal II LIABILITY Medical Payments COVERAGE (1) Premises (2) Automobile (3) Personal Uninsured Motorists CRIME IV AUTOMOBILE PHYSICAL DAMAGE

Item 4. Provisional premium subject to audit:	If paid in advance\$
	If paid in installments, the first
Countersignature City or Town and Date	Agen Agen



# GENERAL INSURANCE COMPANY OF AMERICA

Home Office: 4347 Brooklyn Ave. N.E., Seattle, Washington 98105 (A Stock Insurance Company)

# SECTION II - LIABILITY

Additional Declarations

Policy No. CP 276891

This schedule is attached to, and forms a part of the policy specified above.

Limits of Liability. No insurance is afforded under any insuring agreement unless specific limits of liability as to such insuring agreement are set forth below: The limit of the company's liability on account of each such coverage shall be as stated herein, subject to all of the terms of the policy or supplement attached having reference thereto.

		Limits of Liability			
ability		Coverage A - Bodily Injury		overage B -	Property Damage
Divided Limits Plan	\$	100,000. each person	5 1	100,000.	each occurrent
1. Other Than Automobile	5	300,000. each occurrence	5_1	100,000.	aggregate
	\$	300,000. aggregate			33 0
		Coverage C - Bodily Injury			Property Damage
2. Automobile		100,000each person	51	100,000.	each occurrence
	\$	300,000. each occurrence			
Combined Limits Plan		Coverages			
Combined Limits Plan	\$	each occurrence			
The Liability Form attached hereto is e	ntitled:	BLANKET LIABILITY INSUR	RANCE (	C-10	
The following hazards are excluded the	refram:				
			T		
edical Payments					
Coverage E - Premises		each person	\$		each accident
Coverage E – Premises Coverage F – Automobile	\$	2,000 each person	\$		
Coverage E – Premises Coverage F – Automobile Coverage M – Personal	\$		\$ \$		each accident
Coverage E - Premises Coverage F - Automobile Coverage M - Personal Coverage F	\$	each person	\$ \$		
Coverage E - Premises Coverage F - Automobile Coverage M - Personal Coverage F Designation of person insured:	\$ \$	2,000 each person each person	-		each accident
Coverage E - Premises Coverage F - Automobile Coverage M - Personal Coverage F Designation of person insured:	\$ \$	2,000 each person each person	-		each accident
Coverage F — Automobile Coverage M — Personal	\$ \$	each person each person NAMED INSURED ANY LICENSED OWNED PRIV	-		each accident
Coverage E - Premises Coverage F - Automobile Coverage M - Personal Coverage F Designation of person insured:	\$ \$	2,000 each person each person	VATE P		each accident
Coverage E - Premises Coverage F - Automobile Coverage M - Personal Coverage F Designation of person insured: Designation of automobiles Division I	\$ \$	each person each person NAMED INSURED ANY LICENSED OWNED PRIV	VATE PA	ASSENGER	automobile  general aggregate
Coverage E - Premises  Coverage F - Automobile  Coverage M - Personal  Coverage F  Designation of person insured:  Designation of automobiles Division I	\$ \$	each person each person NAMED INSURED ANY LICENSED OWNED PRIV	\$30	ASSENGER	each accident  AUTOMOBILE  generol aggregate

(continued on reverse side)

Schedule A

#### NUCLEAR EXCLUSION

1. This policy does not apply:

# A. to bodily injury or property damage:

- (1) with respect to which on insured under the policy is also on insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability; or
- (2) resulting from the hozardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any low amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
- B. under any Medical Payments Coverage or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hozardous properties of nuclear moterial and arising out of the operation of a nuclear facility by any person or organization;
- C. under any Liability Coverage to bodily injury or property damage resulting from the hozardous properties of nuclear material. if
  - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, on insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste of any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, ports ar equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage at such

nuclear facility and any property thereat.

As used in this policy,

"hazardous properties" include radioactive, toxic or explosive properties:

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

#### "Nuclear facility" means

- (o) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or pockaging waste,
- (c) ony equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the starage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; "property damage" includes all forms of radioactive contamination of property.



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BLANKET LIABILITY INSURANCE COVERAGES A, B, C, D AND L

# AMENDATORY ENDORSEMENT

The policy is amended by deleting therefrom Exclusion (h), relating to an assumption of liability by the insured for the professional services of an architect, engineer or surveyor.

All terms and conditions of the policy, issued by either SAFECO Insurance Company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

The Hammersla SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED

COVER- CLASS AGE OR CODE SAIPPR FACTOR PREMIUM PREMIU

TOTALS GROSS

74. a Stevens

Inda A. Sweary

PRESIDENT



# BLANKET LIABILITY INSURANCE (COVERAGE SUPPLEMENT)

I. COVERAGE A - BODILY INJURY - except Automobile

COVERAGE B - PROPERTY DAMAGE - except Automobile

COVERAGE C - BODILY INJURY - Automobile

COVERAGE D - PROPERTY DAMAGE - Automobile

COVERAGE L - PERSONAL LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence. The company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment ar to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- (a) to bodily injury or property damage included within the war hazard with respect to liability assumed by the insured under any contract or agreement or expenses for first aid under the Supplementary Payments provision;
- (b) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (c) to **bodily injury** to any employee of the **insured** arising out of ond in the course of his employment by the **insured**; but this exclusion does not apply to (1) any **domestic** employee, or (2) liability assumed by the **insured** under any contract;
- (d) to property damage: (1) to property owned or transported by the insured; (2) to property occupied by or rented to the insured, except damage to a rented residence or private garage caused by a private passenger automobile; (3) to property under bailment to the insured (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements); (4) to that particular part of any property (a) upon which operations are being perfarmed by or on behalf of the insured, or (b) out of which such injury or destruction arises; (5) to premises alienated by the named insured arising out of such premises or any part thereof; (6) to the named insured's products arising out of such products or any part of such products; (7) to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

But parts (2) and (3) of this exclusion do not apply under Coverage L to property damage included within the fire hazard;

- (e) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;
- (f) to damages, because of property damage, due:
  - to the cost of repairing or replacing any defective goods or products manufactured, sold, hondled or distributed by the named insured or defective work completed by or for the named insured;
  - (2) to the loss of use of any such defective goods or products or completed work, or to damages resulting from the loss of use of such defective goods or products or completed work;
- (g) to damages claimed for the withdrawal, inspection, repoir, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property

- of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (h) to contractual liability assumed by the insured, if the insured or his indemnitee is an architect, engineer or surveyor, for bodily injury or property damage arising out of professional services performed by such insured or indemnitee, including
  - (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
  - (2) supervisory, inspection or engineering services.
- (i) to bodily injury or property damage arising out of the ownership, maintenance, aperation, use, loading or unloading of (1) any aircraft awned or operated by ar rented or loaned to the named insured, or (2) any other aircraft operated by any person in the course of his employment by the named insured;

But this exclusion does not apply under Coverage L to bodily injury to any domestic employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;

 (j) under Coverage L, to any liability or injury arising out of or in connection with any business, or the rendering or omission of any professional services, or the automobile hazard.

#### II. COVERAGE E - PREMISES MEDICAL PAYMENTS

The company will pay to or for each person wha sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

# Exclusions

This insurance does not apply

# (a) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (i) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
  - (ii) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to the named insured;

- (2) arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury occurs away from the insured premises; or
- (3) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

## (b) to bodily injury

- included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of ony person; but this exclusion (b) (3) applies only if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or is an owner or lessor of premises used for such purposes;
- (4) included within the war hazard;

#### (c) to bodily injury

- to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### III. COVERAGE M - PERSONAL MEDICAL PAYMENTS

The compony will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury (a) is sustained while on the insured premises or (b) is sustained elsewhere and (1) arises out of a condition in the insured premises or the ways immediately adjoining on land, or (2) is caused by any insured, by any domestic employee in the course of his employment by an insured, or by any animal owned by or in the care of any insured or (3) is sustained by any domestic employee and arises out of and in the course of his employment by any insured.

#### Exclusions

This coverage does not apply:

- (a) to bodily injury arising out of any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, but this exclusion does not apply to bodily injury sustained by any domestic employee arising out of and in the course of his employment by any insured;
- (b) to bodily injury arising out of (1) business pursuits of any insured except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;
- (c) to bodily injury included within (1) the aircraft or automobile hazard or (2) the war hazard;
- (d) to bodily injury to any person, including a domestic employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;
- (e) to bodily injury ta (1) ony insured under parts (1) and 4(a) of "Persons Insured", (2) any person, other than a domestic employee, regularly residing on any part of the insured premises or (3) any person while on the insured premises because business pursuits are conducted or professional services are rendered on the insured premises.

# IV. COVERAGE N - PHYSICAL DAMAGE TO PROPERTY

The company will at its option either (a) pay for the actual cash value of property physically injured or destroyed during the policy period by any insured, or (b) repair or replace such property with other praperty of like quality and kind, but the limit of the company's liability under Coverage N for "each occurrence" shall not exceed \$250.00.

## Exclusions

This coverage does not apply to injury or destruction:

 (a) af property owned by or rented to ony insured, any tenant of any insured or any resident of the named insured's household;

- (b) caused intentionally by any insured over twelve years old;
- (c) arising out of (1) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (2) business pursuits or professional services or (3) the ownership, maintenance, operation, use, loading or unloading of any land motor vehicle, trailer or semitrailer, form machinery or equipment, aircraft or watercraft.

#### V. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- the named insured and, if an individual, the spouse of such named insured if a resident of the same household;
- 2. for Coverages A and B
  - (a) if the named insured is designated in the declarations as
    - a portnership or joint venture, the portnership or joint venture so designated and ony partner or member thereof but only with respect to his liability as such;
    - (2) other than an individual, partnership or joint venture, the organization so designated and ony executive officer, director or stockholder thereof while acting within the scope of his duties as such;
  - (b) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
  - (c) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
    - an employee of the named insured while operating any such equipment in the course of his employment, and
    - (2) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other volid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (c) with respect to:

- (i) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- (ii) property damage to property owned by, rented to, in charge of or occupied by the named insured or the emplayer of ony person described in subparagraph (2).

This insurance does not apply to bodily injury or property damage orising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

## 3. for Coverages C and D

- (a) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the named insured;
- (b) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is: (1) a lessee or borrower of the automobile, or (2) an employee of the named insured or of such lessee or borrower;
- (c) any other person or organization but only with respect to his or its liability because af acts or omissions of the named insured or an insured under (a) or (b) above.

None of the following is an insured:

- any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;
- (2) the owner or lessee (of whom the named insured is a sublessee) of a hired automobile, or the owner of a nonowned automobile, or the owner of an automobile leased under contract for one year or more to the named insured,

- or any agent or employee of any such owner or lessee.
- an executive officer with respect to an automobile owned by him or by a member of his household;
- (4) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than on automobile business operated by the named insured.

This insurance does not apply to bodily injury or property damage orising out of (1) o non-owned automobile used in the conduct of any portnership or joint venture of which the insured is a portner or member and which is not designated in this policy as a nomed insured, or (2) if the named insured is a partnership, an automobile owned by or registered in the name of a partner thereof, unless such partner is named as an individual named insured.

## 4. for Coverages L, M and N

- (a) if residents of the named insured's household, his spouse, the relatives of either, and ony other person under the age of twenty-one in the care of any insured;
- (b) under Coverages L and M, with respect to animals and watercraft owned by any insured, any person or organization legally responsible therefor, except a person using or having custody or possession of any such animal or watercraft without the permission of the owner;
- (c) under Coverages L and M, with respect to farm tractors and trailers and self-propelled or motor or animal drawn farm implements, ony employee of any insured while engaged in the employment of the insured.

# VI. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, or (2) **automobiles** to which this policy opplies, the company's liability is limited os follows:

# Coverages A, B, C and D -

- A. Divided Limits Plan
- (1) The limit of bodily injury liability expressed in the additional declarations as applicable to "each person" is the limit of the campany's liability for all damages because of bodily injury sustained by one person as the result of any one accurrence; but the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence". The total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hozard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".
- (2) The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence". The total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate".

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

- B. Combined Limits Plan
  - The limit of liability under the Combined Limits Plan expressed in the additional declarations as applicable to "each occurrence" is the total limit of the company's liability under the bodily injury liability and property damage liability coverages combined for all damages as the result of any one occurrence provided:
  - (a) with respect to all damages included within the (1) completed operations hazard and the (2) products hazard, such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence;

- (b) with respect to all damages arising out of property damage (other than automobile, the completed operation hazard, or the products hazard) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall opply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;
- (c) with respect to any occurrence for which the notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accardance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** orising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

# Coverage E -

The limit of liability for Premises Medical Payments Caverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

#### Coverage L -

The limits of liability afforded for Coverages A and B shall apply to Coverage L, provided the limits of liability so afforded shall not be less than: \$25,000 per person and \$25,000 each occurrence for bodily injury; \$25,000 each occurrence for property damage liability; ar if combined limits, \$25,000 each occurrence.

## Coverage M -

The limit of liability stated in the declarations as applicable to "each person" is the limit of the company's liability under Coverage M for all medical expense far bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Coverage M for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

# Coverage E and M -

When more than one medical payments coverage offorded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

# VII. POLICY PERIOD

This insurance applies only to **bodily injury** or **property damage** which occurs: (1) for Coverages A, B, C and D, during the policy period within the **policy territory**; (2) for Coverages L and M, during the policy period; (3) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

## VIII. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"aircraft or automobile hazard" includes bodily injury and property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft, automobile or midget automobile; but this hazard does not include (1) bodily injury to any domestic employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft or (2) except with respect to aircraft, bodily injury or property damage occurring on the insured premises or the ways immediately adjoining on land or (3) under Coverage L, bodily injury or property damage arising out of the operations of independent contractors involving an

automobile ar midget automobile nat owned ar hired by the insured or used in connection with his business pursuits or in the rendering of professional services ar (4) bodily injury or property damage arising out of the use of a land public conveyance by the insured as a passenger;

"automobile business" means the business ar occupation of selling, repairing, servicing, storing or parking automobiles;

"business" means any professional, commercial occupation or industrial enterprise, except (1) activities which are ordinarily incident to non-business pursuits; (2) activities of an incidental business nature (not the regular business ar occupation of an insured) while canducted on the insured premises or an vacant land owned ar rented to an insured; (3) one, two, three or four family dwellings (including outbuildings), farms and farm land when such are rented or held for rental to others by an insured; (4) acts or activities of the named insured or spouse incident to his ar her employment by another, except (a) while operating commercial or industrial machinery or equipment; or (b) while engaged in rendering prafessional services (ather than teaching); or (c) while holding an elective or appointive office of a municipal, county, state or federal government;

"contractual liability" means liability expressly assumed under a contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner.

"domestic employee" means an employee of an insured performing duties not in connection with the business of the insured;

"fire hazard" includes property damage to any premises not awned by an insured and to house furnishings therein if such property damage arises out of (1) fire, (2) explosion, or (3) smoke or smudge coused by sudden, unusual and faulty operation of any heating or cooking unit;

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by, leased under contract far one year or more, or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

# "insured premises"

- (a) for Coverage E, means all premises (except such premises as defined under paragraph (b) of this definition) owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;
- (b) for Coverages L, M and N, means (1) all premises where the named insured or his spouse maintains a residence and private approaches thereto and ather premises and private approaches thereto for use in connection with said residence, except property maintained or used for conducting business pursuits and farms, (2) individual or family cemetery plots or burial vaults, (3) premises in which an insured is temporarily residing, if not owned by an insured, and (4) vacant land, other than farm land, owned by or rented to an insured;

"modical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, haspital, professional nursing and funeral services;

"midget automobile" means a land motor vehicle of the type commanly referred to as a "midget automobile", "kart", "go-kart", "speed-mobile" or by a comparable name, whether commercially built or otherwise;

"non-owned automobile" means an automobile which is neither an owned automobile nar a hired automobile;

"owned automobile" means an automobile owned by or leased under contract for one year or more to the named insured;

"private passenger automobile" means a four wheel private passenger, station wagon ar jeep type automobile;

"trailer" includes semitrailer but does not include mobile equipment:

"war hazard" includes all bodily injury and property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution ar to any act or condition incident to any af the foregoing.

# IX. ADDITIONAL CONDITIONS

## A. Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or sameone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder far such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

# B. Insured's Duties When Loss Occurs - Coverage N.

When loss occurs, the insured shall give written notice as soon as practicable to the company or any of its authorized agents, file sworn proof of loss with the company within ninety-one days after the occurrence of loss, exhibit the damaged property, if within his control, and cooperate with the company in all matters pertaining to the loss or claims with respect thereto.

# C. Excess Insurance - Coverage L.

With respect to loss arising out of the ownership, maintenance aperation, use, loading or unloading of (1) any automobile or midget automobile at the insured premises or (2) watercraft, or ony land public conveyance, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

## D. Excess Insurance - Hired and Non-Owned Automobiles

With respect to a hired automobile or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE

# AMENDMENT OF PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE

# It is agreed:

- (1) Subject to provisions (a) and (b) thereof, the definition of "hit-and-run vehicle" is amended to include a highway vehicle which without physical contact with the insured or with a vehicle which the insured is occupying at the time of the accident causes bodily injury to an insured arising out of a highway vehicle accident, provided the facts of such accident can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such accident.
- (2) Provisions (d) of the Limits of Liability condition does not apply unless the named insured has employees who operate motor busses, motor trucks or taxicabs as defined in O.R.S. 481.030, 481.035 and 481.050 and such employees are covered for workmen's compensation.
- (3) The Arbitration additional condition is amended by the addition of the following two sentences:

The company shall reimburse the insured for any costs of arbitration to the insured in excess of \$100. Costs shall not include attorney fees or expenses incurred in the production of evidence or witnesses or the making of transcripts of the arbitration proceedings.

All terms and conditions of the policy, issued by either SAFECO Insurance Company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

COVER

HA Hammersla SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

BRANCH

(at the hour of day stated in the policy

Sondan H. Sweary PRESIDENT

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PRINTED IN U.S.A.

INSURED ENDORSEMENT EFFECTIVE

POLICY

POLICY EXP. DATE



# Protection Against UNINSURED MOTORISTS INSURANCE (COVERAGE SUPPLEMENT)

# COVERAGE U - UNINSURED MOTORISTS (Damages for Bodily Injury)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the insured, caused by accident and arising out of the ownership, maintenance ar use of such uninsured highway vehicle; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the **bodily injury** shall be conclusive, as between the **insured** and the company, of the issues of liability of such person or arganization or af the amount of **damages** to which the **insured** is legally entitled unless such judgment is entered pursuant to an action prosecuted by the **insured** with the written consent of the company.

#### Exclusions

This insurance does not apply:

- (a) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this insurance shall without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
- (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives:
- (c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits corrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

# II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;
- (b) any other person while occupying an insured highway vehicle; and
- (c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each **insured**, except with respect to the limits of the company's liability.

# III. LIMITS OF LIABILITY

Regardless of the number of **insureds** under this policy, the compony's liability under this insurance is limited as follows:

(a) The limit of liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.

- (b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by
  - all sums paid on account of such bodily injury by or an behalf of
    - (i) the owner or operator of the uninsured highway vehicle and
    - (ii) any other person or organization jointly or severally liable together with such awner or operator for such bodily injury,

including all sums paid under the bodily injury liability cover age of the policy, and

- (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.
- (c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the bodily injury liability caverage of the policy.
- (d) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

## IV. POLICY PERIOD: TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territaries or possessions, or Canada.

## V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"designated insured" means an individual named in the declarations under Designated.Insured;

"highway vehicle" means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
- (b) a vehicle operated on roils or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a highway vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, provided:

- (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;
- (b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under

(Continued on reverse side)

aath that the insured at his legal representative has a cause or causes of action arising out of such accident for damages against a person at persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(c) at the compony's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle:

- (a) described in the declarations as an insured highway vehicle to which the bodily injury liability coverage of the policy applies;
- (b) while temporarily used as a substitute for an insured highway vehicle os described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured highway vehicle" shall not include:

- (i) a vehicle while used as a public ar livery conveyance, unless such use is specifically declared and described in this policy;
- (ii) a vehicle while being used without the permission of the owner;
- (iii) under subparographs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; ar
- (iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"'state" includes the District of Columbia, a territory or passession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

- (a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or
- b) a hit-and-run vehicle;
- but the term "uninsured highway vehicle" shall not include:
- (i) an insured highway vehicle,
- (ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,
- iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

# VI. ADDITIONAL CONDITIONS

# A. Premium.

If during the policy period the number of insured highway vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

# B. Proof of Claim; Medical Reports.

As soon as practicable, the insured or other person making

claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treotment, and other details entering into the determination of the amount payable hereunder. The insured and every other person moking claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be mode upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

#### C. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury; and in any action against the company, the company may sequire the insured to join such person or organization as a party defendant.

# D. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

## E. Other Insurance.

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

# F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment upon the award rendered by the arbitrators may be entered in any court hoving jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

## G. Trust Agreement.

In the event of payment to any person under this insurance:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such oction to be taken in the name of such person; in the event of o recovery, the company shall be reimbursed

out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the compony established by this provision.

# H. Payment of Loss by the Company.

Any amount due hereunder is payable

- (a) to the insured, or
- (b) if the insured be a minor to his parent or guardian, or
- (c) if the insured be a deceased to his surviving spouse, otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.



# PERSONAL INJURY LIABILITY INSURANCE (COVERAGE SUPPLEMENT)

## 1. COVERAGE P - PERSONAL INJURY LIABILITY

"The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called 'personal injury') sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:"

- Group A false arrest, detention or imprisonment, or malicious prosecution;
- Group B the publication or utterance of a libel or slander or of ather defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- Group C wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are graundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment at to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

## Exclusions

This insurance does not opply:

- (a) ta liability assumed by the insured under any contract or agreement:
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by ar on behalf of the named insured was made prior to the effective date of this insurance.
- (e) to personal injury arising out of a publication or utterance described in Group B concerning any organization ar business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

## II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization sa designated and any executive officer, director or stackholder thereof while acting within the scope of his duties as such.

This insurance does not apply to **personal injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a paged insured.

# III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (1) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total liability of the company for all damages because af all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the declarations as "each person aggregate."

Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the declarations as "general aggregate."

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any lass than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's partion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

## IV. AMENDED DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



# AUTOMOBILE MEDICAL PAYMENTS INSURANCE (COVERAGE SUPPLEMENT)

# 1. COVERAGE F - AUTOMOBILE MEDICAL PAYMENTS

The company will pay all reasonable medical expense incurred within one year from the date of the accident:

- Division 1. to or for each person who sustains bodily injury, caused by accident, while occupying a designated automobile which is being used by a person far whom bodily injury liability insurance is afforded under this policy with respect to such use:
- Division 2, to ar for each insured who sustains bodily injury, caused by accident, while occupying or, while a pedestrian, through being struck by a highway vehicle.

#### Exclusions

This insurance does not apply:

- (a) to bodily injury to any person or insured while employed or atherwise engaged in duties in cannection with an automobile business, if benefits therefor are in whole or in part either payable or required to be pravided under any warkmen's campensation law:
- (b) to bodily injury due to war, whether ar not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) under Division 1, to bodily injury to ony employee of the named insured arising out of and in the course of employment by the named insured, but this exclusion does not apply to any such bodily injury arising out of and in the course of domestic employment by the named insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
- (d) under Division 2, to bodily injury sustained while occupying a highway vehicle owned by any insured, or furnished for the regular use of any insured by any person or organization other than the named insured.

# II. PERSONS INSURED - DIVISION 2.

Each of the following is on **insured** under this insurance to the extent set forth below:

- (a) any person designated as insured in the declarations;
- (b) while residents of the same household as such designated person, his spouse and the relatives of either;

ond if such designated person shall die, any person who was an insured at the time of such death shall continue to be an insured.

# III. LIMIT OF LIABILITY

The limit of liability for Automobile Medical Poyments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any person, including any insured, as the result of any one accident.

For any person occupying a private passenger automabile or utility automabile, the limit of liability shall be twice the limit otherwise applicable, provided such person is using a seat belt and the seat belt is in place around him, fostened in a secure manner.

When more than one medical payments coverage offorded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

# IV. ADDITIONAL DEFINITIONS

The additional definitions applicable to automobile bodily injury liability insurance also apply to this insurance; and when used in reference to this insurance (including endorsements forming a part of the policy):

- "designated automobile" means an automobile designated in the declarations and includes:
- (a) an automobile nat owned by the named insured while temporarily used as a substitute for an owned automobile designated in the declarations when withdrawn fram normal use far servicing or repair or because of its breakdown, loss or destruction; and
- (b) a trailer designed far use with a private passenger automobile, if not being used for business purposes with another type automobile and if nat a home, office, store, display or passenger trailer; \*
- "highway vehicle" means a land mator vehicle or trailer other than
- (a) a farm type tractor or ather equipment designed for use principally aff public roads, while not upon public roads,
- (b) a vehicle operated an rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;
- "medical expense" means expenses far necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, haspital, professional nursing and funeral services:
- "occupying" means in or upon or entering into or olighting from.

## V. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of "policy territory".

# VI. ADDITIONAL CONDITIONS

# A. Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or arganization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute on admission of liability of any person or, except hereunder, of the company.

## B. Excess Insurance

Except with respect to on **owned automobile**, the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance.

The insurance under Division 2 shall be excess insurance over ony other valid and collectible automobile medical payments or automobile medical expense insurance available to the insured under any other policy.



# AMENDATORY ENDORSEMENT A

# ADDITIONAL INTERESTS

IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS POLICY IS WRITTEN, IT IS AGREED THAT THE CITY OF PORTLAND, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSUREDS BUT ONLY AS RESPECTS ANY CLAIM OR CLAIMS FOR DAMAGE OR INJURY TO PERSON OR PROPERTY RESULTING FROM OR GROWING OUT OF THE OPERATIONS OF THE NAMED INSURED UNDER A REVOCABLE PERMIT FROM THE CITY OF PORTLAND AS AUTHORIZED BY ORDINANCE #109387 FOR THE USE OF EXISTING ACCESS ROADS AND THE CONSTRUCTION OF TWO AUXILIARY SPUR ROADS IN THE BULL RUN RESERVE.

All terms and conditions of the policy, issued either by SAFECO Insurance Company of America, General Insurance Company of America or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

TA Hammersla SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED		COVER	CLASS DR CODE	UNEARMED SR PR FACTOR	OLD (FULL TERM) PREMIUM	RÉTURN PREMIUM		NEW (FULL TERM) PREMIUM	- ADDITIONAL PREMIUM
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Sodan H. Swearey PRESIDENT



# AMENDATORY ENDORSEMENT B

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT EXCLUSION C OF THE PERSONAL INJURY LIABILITY INSURANCE (COVERAGE SUPPLEMENT) C-1142 IS DELETED.

All terms and conditions of the policy, issued either by SAFECO Insurance Company of America, General Insurance Company of America or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

HA Hammersla SECRETARY

Soda H. Levery PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED				COVER-	CLASS OR CODE	SR PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	(FULL TERM) PREMIUM	ADDITIONAL PREMIUM
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# LIMITATION TO OFFICE EQUIPMENT ENDORSEMENT

In consideration of the premium for this policy, it is agreed that the Insuring Agreements are amended to read as follows:

To pay for loss by burglary or by robbery of a watchman, while the premises are not open for business, of office equipment within the premises, and for damage to the premises and the exterior thereof, and to the insured property therein by such burglary, robbery of a watchman, or attempt thereat, provided with respect to damage to the premises and the exterior thereof, the insured is the owner of the premises or is liable for such damage. The term "office equipment" means office machines, supplies, furniture, fittings, fixtures and books, but shall not include stock in trade, personal effects and postage or revenue stamps or any substitutes therefor.

The coinsurance requirement shall not apply.

All terms and conditions of the policy issued by General Insurance Company of America remain unchanged except as amended by this endorsement.

INSURED				COVER-	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	(FULL TERM) PREMIUM	ADDITIONAL PREMIUM
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PRINTED IN U.S.A.

W. L. Campace PRESIDENT

CF-666 10/66	Endorsements	for	Schedule	
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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BLANKET LIABILITY INSURANCE - COVERAGES A & B
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' INSURANCE

# ADDITIONAL INSURED (Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- 1. to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
- 2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

All terms and conditions of the policy issued by General Insurance Company of America remain unchanged except as amended by this endorsement.

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED

COVER CLASS OR CODE SR/PR (FULL TERM) PREMIUM PREMIUM

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Inda A. Liveary



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

# BLANKET LIABILITY INSURANCE GROWERS' & RANCHERS' LIABILITY INSURANCE

# LOGGING PROPERTY DAMAGE ENDORSEMENT B.

It is agreed that with respect to logging or mill operations of the insured, or operations incidental thereto, that:

#### FIRE FIGHTING EXPENSE

the company will pay any fire fighting expense incurred by others for which the insured is legally liable solely by reason
of such expense having been incurred as a direct consequence of fire resulting from and immediately attributable to an occurrence directly connected with logging operations of the insured; provided that the limits of liability or any deductible
applicable to property damage (other than automobile) applies to this coverage, but this provision shall not operate to increase the limit of the company's liability;

#### VEHICLES - TIMBER

- 2. exclusions (d)(3) and (d)(4) of the policy are deleted as respects coverage for:
  - (a) trucks, trailers, or railroad cars while being loaded or unloaded, and
  - (b) timber lands, standing timber and felled or bucked timber;

#### **EXCLUSIONS**

- 3. such insurance as is afforded by this endorsement does not apply to:
  - (a) property in the possession of the insured for sale, storage, processing, safekeeping or repair;
  - (b) any person other than the named insured or his employees, while vehicles used in logging operations are being loaded or unloaded;
  - (c) timber while being felled or bucked; logs while being yarded or transported to loading point, or being loaded;

# DEDUCTIBLE

- 4. \$250.00 shall be deducted from the total amount of all sums for which the insured shall be held liable for property damage (other than automobile) on account of each occurrence causing injury or damage to any vehicle (including its trailer) used in logging operations and arising out of the loading and unloading of such vehicles by or on behalf of the insured, provided that:
  - (a) the company shall be liable only for the difference between such deductible amount and the limit of the company's liability for each occurrence;
  - (b) the company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company;
  - (c) the terms of the policy apply irrespective of the application of the deductible amount;

# WARRANTIES

- 5. the insured warrants that:
  - (a) slash shall be burned only at such times and under such conditions as the proper state or federal officials may approve, direct or provide;
  - (b) all felling and bucking of timber, the operation of logging equipment (other than operations of the equipment while being used in road building operations or the operation of trucks or logging railroads) and the loading and unloading of logs shall be completely suspended at all times when such suspensions are directed by the proper state or federal officials;
- 6. A breach of the above warranties shall render the insurance afforded hereunder null and void for the period of the breach, unless such breach is beyond the control of the insured.

All terms and conditions of the policy, issued by General Insurance Company of America, remain unchanged except as amended by this endorsement.

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

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This endorsement is applicable to all insurance afforded by the policy:



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# CONDITIONS APPLICABLE ONLY TO SECTION II

#### SUPPLEMENTARY PAYMENTS

The company will poy, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the campany's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured nat to exceed \$250 per bail bond, but the campany shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an occurrence for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the **insured** at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

#### DEFINITIONS

When used in this policy (including endorsements forming o part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"automobile hazard" includes bodily injury or property damage arising out of:

- (1) the ownership, maintenance, operation, use, loading or unloading of
  - (a) any automobile owned or operated by or rented or loaned to the named insured, or
  - (b) any other automobile operated by any person in the course of his employment by the nomed insured;

but this definition does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured.

 (2) and in the course of the transpartation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

"bailment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or bath under a contract, express or implied, for the insured to corry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"bodily injury" means bodily injury, sickness or disease sustained by any person;

"completed operations hazard" includes bodily injury and property domage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by ar rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or orgonization other than another contractor or subcontractor engoged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations":

"damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of praperty resulting from property damage;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material haist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property and having a camportment height not exceeding four feet, or hydraulic or mechanical hoists used far dumping materials from trucks;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition aperations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable in-

(continued on reverse side)

surance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motar vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road canstruction or repair equipment; air-compressars, pumps and generatars, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item
1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"non-owned automobile hazard" means any automobile other than an owned or hired automobile or, if the named insured is an individual, an automobile personally operated by the named insured or members of his family;

"occurrence" means an event, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"personal hazard" means any domestic activities of the insured, not in connection with the business of the insured;

"policy territory" means anywhere in the world; provided, however, that: (1) resulting claims are asserted within the United States of America, its possessions, or Canada, and (2) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means injury to or destruction of tangible

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

Financial Responsibility Laws

Such insurance as is affarded by this policy far bodily injury liability or for praperty damage liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.

## Insured's Duties in the Event of Occurrence, Claim or Suit

In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable infarmation with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the com-

pany or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar canditions, but such expense shall not be recoverable under this policy.

If claim is made or **suit** is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or ather process received by him or his representative.

The insured shall cooperate with the company and, upon the campany's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of an occurrence.

## Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after octual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

#### Other Insurance

If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the insured (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss; except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the insured a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be canstrued to be concurrent or contributing with any other insurance which is available to the insured.

# Three Year Policy

If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

## Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

# Policy Term

In the event the policy is written without any insurance afforded under Section I — "Property" of the policy, the inception and expiration time shall be 12:01 A.M. Standard Time at the address of the <code>insured</code> as stated in the Declarations, otherwise such time shall be Noon Standard Time.

	(Coverage is provided by the company designated by initial)
	Home Office: 4347 Brooklyn Ave. N.E., Seattle, Washington 98105 (Each a Stock Insurance Company)
	F= FIRST NATIONAL INSURANCE COMPANY OF AMERICA
	G=GENERAL INSURANCE COMPANY OF AMERICA
_	SESAFECUSINSUHANCE CUMPANT OF AMERICA



# SECTION III CRIME

	Policy No. CP 276891
The premises are located at the address shown in the declarations as Loca	ation No, unless otherwise stated herein
(Number Street	Town State)
No other business is conducted in the premises, unless atherwise stated h	erein
Safe Classification:The alarm system is classified as Ce	_
All words or phrases (other than captions) printed in Bold Face are define	
Limits of Liability. No insurance is afforded under any insuring agrees such insuring agreement are set forth below: The limited of the compostated herein, subject to all af the terms of the policy ar supplement a	ment unless specifically stated or specific limits of liability as any's liability on account of each such coverage shall be a
Insuring Agreements	Limits of Liability
1. Burglary and Robbery	
(a) Paymaster Robbery - On a Messenger Accompanied by	
(b) Robbery Outside the Premises	
(c) Robbery Inside the Premises	\$
(d) Home of Messenger - Burglary only Theft	\$
(e) Open Stock Burglary	
(f) Safe Burglary	
(g) Burglary (not exceeding \$50.00)	\$
2. Comprehensive Dishonesty, Disappearance and Destruction	
(i) Employee Dishonesty — Option A — Option B	\$
(ii) Loss Inside the Premises	\$
(iii) Loss Outside the Premises	\$
(iv) Money Orders and Counterfeit Paper Currency	\$
(v) Depositors Forgery	
(vi) Merchandise Burglary	
3. Blanket Crime (Coinsurance Percent) (Coinsurance	e Limit)
Total Limit of Liability	\$
4. Broad Form Storekeepers	
	\$
Limit of insurance under each of Insuring Agreements I through IX	
Except under Insuring Agreement V, such limit applies in excess of a	
\$ as to loss under ane ar more of said Insuring	Agreements.
5. Storekeepers Burglary and Robbery	All of the state o
Limit of insurance under each of Insuring Agreements I to VII inclusive	e \$
6. Office Burglary and Robbery	
Limit of insurance under each of Insuring Agreements I through VI	, \$
7. OTHER	
	5
State Supplement Name(s) and Form Number(s) attac	hed hereta.
The liability of the company is subject to the terms of the following endor	sements (indicated by form No.) attached hereto:
The insured by the acceptance of this policy, gives notice to the company	of election to terminate or cancel prior bond or policy No(s):
such termination or cancellation to be effective as of the time this policy	becomes effective.
The premium	If paid in advance \$
	If paid in installments, the first
	year installment is\$



# BURGLARY AND ROBBERY (COVERAGE SUPPLEMENT)

# 1. INSURING AGREEMENTS

THE COMPANY AGREES with the insured:

(a) Paymaster Robbery. To pay for loss (1) of payroll funds by robbery or attempt thereat within the premises from a custodian while engaged in any of his regular duties in connection with such funds or as stated in the definition of "Robbery" in the policy, and (2) by robbery within the premises from any employee of the insured of payroll funds paid to such employee during the work period when such robbery occurred, provided there was on the same occasion a robbery or attempt thereat from a custodian.

To pay for damage to the premises, and for damage to other property within the premises, by robbery or attempt thereat from a custodian of payroll funds, provided with respect to damage to the premises the insured is the owner thereof or is liable for such damage.

To pay for loss of payroll funds and other money and securities by robbery or attempt thereat outside the premises while being conveyed by a messenger.

To pay for loss of the wallet, bag, satchel or similar container while being used for the conveyance of such payroll funds and such other money and securities by robbery or attempt thereat from such messenger or custodian.

(b) Robbery Inside the Premises. To pay for the loss of money, securities and other property by robbery or attempt thereat within the premises.

To pay for damage to the premises by such robbery or attempt thereat, provided the insured is the owner thereof or is liable for such damage.

- (c) Robbery Outside the Premises. To pay for loss of money, securities and other property by robbery or attempt thereat outside the premises while being conveyed by a messenger.
- (d) Home of Messenger. To pay for loss of money, securities and other property by burglary or theft (as specified in the declarations) while within the living quarters in the home of a messenger.
- (e) Open Stock Burglary. To pay for loss by burglary or by robbery of a watchman while the premises are not open for business, of merchandise, furniture, fixtures and equipment within the premises or within a showcase or show window used by the insured and located outside the premises but inside the building line of the building containing the premises or attached to said building.

To pay for damage to the premises and the exterior thereof, and to the insured property within the premises or within such showcase or show window, by such burglary, robbery of a watchman, or attempt thereat, provided with respect to damage to the premises and the exterior thereof the insured is the owner of the premises or is liable for such damage.

(f) Loss by Safe Burglary. To pay for loss of money, securities and other property from within the vault or safe by safe burglary or attempt thereat.

To pay for damage to property, other than money and securities, and to the premises by such safe burglary or attempt thereat, provided with respect to damage to the premises the insured is the owner thereof or is liable for such damage.

(g) Burglary. To pay for loss of money and securities, not exceeding \$50, by burglary within the premises.

## **EXCLUSIONS**

This insurance does not apply:

- (a) to loss due to any fraudulent, dishonest or criminal act by any insured or a partner therein, and under coverages (d) and (e), to loss due to any fraudulent, dishonest or criminal act by any insured, a partner therein, or an officer, employee, director, trustee or authorized representative thereof, while working or otherwise, whether acting alone or in collusion with others; provided, this exclusion does not apply to safe burglary or robbery or attempt thereat by other than an insured or a partner therein with respect to coverage (d):
- (b) to loss of manuscripts, books of account or records;
- (c) to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (d) to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing;
- (e) under coverage (e) to loss of furs or articles containing fur which represents their principal value, by removal of such property from within a showcase or show window by a person who has broken the glass thereof from outside the premises or by an accomplice of any such person;
- (f) under coverages (d) and (e), to loss occurring while there is any change in the condition of the risk or during a fire in the premises;
- (g) under coverages (d) and (e), to damage by vandalism or malicious mischief;
- (h) under coverage (d) to loss caused by the insured, or anyone acting on the express or implied authority of the insured, being induced by any fraudulent scheme, trick, device or false pretense to part with title to or possession of any property;
- (i) to loss, other than to a safe or vault, by fire whether or not such fire is caused by, contributed to by or arises out of the occurrence of a hazard insured against.

# 2. LIMITS OF LIABILITY

Limits - Insuring Agreement (e) subject to any application of the coinsurance requirement. The company's liability for loss shall be limited to:

- (a) \$50 for any one article of jewelry;
- (b) \$100 for the contents of any show case or show window not opening directly into the interior of the premises.

# 3. POLICY PERIOD

This insurance applies only to loss which occurs during the policy period.

# 4. DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

(a) "Burglary" means the felonious abstraction of insured property (1) from within the premises by a person making felonious entry therein by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to, the exterior of the premises at the place of such entry, or (2) from within a show case or show window outside the premises by a person making felonious entry

(continued on reverse side)

into such show case or show window by actual force and violence, of which force and violence there are visible marks thereon, or (3) from within the premises by a person making felonious exit therefrom by actual force and violence as evidenced by visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to, the interior of the premises at the place of such exit.

- (b) "Custodian" means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of an insured property within the premises, excluding any person while acting as a watchman, porter or janitor.
- (c) "Guard" means any male person not less than seventeen nor more than sixty-five years of age who accompanies a messenger by direction of the insured, but who is not a driver of a public conveyance.
- (d) "Jewelry" means jewelry, watches, necklaces, bracelets, gems, precious or semi-precious stones, articles containing one or more gems and articles of gold or platinum.
- (e) "Loss" includes damage.
- (f) "Messenger" means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of the insured property outside the premises.
- (g) "Money" means currency, coins, bank notes and bullion; and traveler's checks, register checks and money orders held for sale to the public.
- (h) "Payroll Funds" means money and securities intended solely for the payroll of the insured.
- (i) "Premises" means the interior of that portion of the building at the location designated in the declarations which is shown in the declarations as occupied by the insured in conducting the business as stated therein, but shall not include under coverage (e), (1) show cases or show windows not opening directly into the interior of the premises, or, (2) public entrances, halls or stairways.
- (j) "Robbery" means the taking of insured property (1) by violence inflicted upon a messenger or a custodian; (2) by putting him in fear of violence; (3) by any other overt felonious act committed in his presence and of which he was actually cognizant, provided such other act is not committed by an officer, partner or employee of the insured; (4) from the person or direct care and custody of a messenger or custodian who has been killed or rendered unconscious; or (5) under coverages (a) and (b) from within the premises by means of compelling a messenger or custodian by violence or threat of violence while outside the premises to admit a person into the premises or to furnish him with means of ingress into the premises, or under coverage (b) from a showcase or show window within the premises while regularly open for business, by a person who has broken the glass thereof from outside the premises.
- (k) "Robbery of a watchman" means the taking of insured property by violence or threat of violence inflicted upon a

- private watchman employed exclusively by the insured and while such watchman is on duty within the premises.
- (1) "Safe burglary" means (1) the felonious abstraction of insured property from within a vault or safe described in the declarations and located within the premises by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (i) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (ii) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not through such doors, or (2) the felonious abstraction of such safe from within the premises.
- (m) "Securities" means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.
- (n) "Theft" means any act of stealing.

# 5. ADDITIONAL CONDITIONS.

- (a) The "Limits of Liability; Settlement Options" Condition is amended so that under coverage (a) the following also applies: "As respects loss within or damage to the premises, the insurance applies with respect to each premises designated in the declaration, subject to the applicable limit of insurance stated therein." Coverage (f) includes the following paragraph: "Subject to the other provisions of the "Limits of Liability; Settlement Options" Condition, any payment made by the company because of loss hereunder shall reduce the applicable limit of insurance, provided the amount of such reduction shall be reinstated upon approval of the vault or safe by the company."
- (b) The "Insured's Duties when Loss Occurs" Condition is amended under coverage (e) to include the following: "Upon the company's request, the insured shall furnish a complete inventory of all property not stolen or damaged, stating the original cost and actual cash value and quantity thereof."

# (c) No Benefit to Bailee.

The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or other bailee for hire. This Condition does not apply to coverage (e).

# (d) COINSURANCE

Under Insuring Agreement (e), the company shall not be liable for a greater proportion of a loss of merchandise, exclusive of jewelry and of property held by the insured as a pledge or as collateral, than the amount of insurance stated in Insuring Agreement (e) of the additional declarations bears to (1) the coinsurance percentage stated in the additional declarations, of the actual cash value of all such merchandise contained within the premises at time of loss, or (2) the coinsurance limit stated in the additional declarations, whichever is less.



# CONDITIONS APPLICABLE ONLY TO SECTION III - CRIME

- A. Ownership of Property; Interests Covered The insured property may be owned by the insured, or held by the insured in any capacity whether or not the insured is liable for the loss thereof, or may be property as respects which the insured is legally liable; provided, the insurance applies only to the interest of the insured in such property, including the insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the insured's proof of loss.
- B. Joint Insured If more than one insured is named in the declarations, the insured first named shall act for every insured for all purposes of this policy. Knowledge possessed or discovery made by any insured shall constitute knowledge possessed or discovery made by every insured.
- C. Books and Records The insured shall keep records of all the insured property in such manner that the company can accurately determine therefrom the amount of loss.
- D. Limits of Liability; Settlement Options The limit of the company's liability for loss shall not exceed the applicable limit of insurance stated in the declarations, nor what it would cost at the time of loss to repair or replace the property with other of like kind and quality, nor as respects securities the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property the actual cash value thereof at the time of loss; provided, however, the actual cash value of such other property held by the insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The applicable limit of insurance stated in the declarations is the total limit of the company's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

The company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the insured or the owner thereof. Any property so paid for or replaced shall become the property of the company. Any property

- recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. The insured or the company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.
- E. Insured's Duties When Loss Occurs Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the insured shall: (a) give notice thereof as soon as practicable to the company or any of its authorized agents and also to the police if the loss is due to a violation of law, (b) file detailed proof of loss, duly sworn to, with the company within four months after the discovery of loss.
  - Upon the company's request, the insured and every claimant hereunder shall submit to examination by the company, subscribe the same, under oath if required, and produce for the company's examination all pertinent records, all at such reasonable times and places as the company shall designate, and shall cooperate with the company in all matters pertaining to loss or claims with respect thereto.
- F. Other Insurance If there is any other valid and collectible insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance; provided, the insurance shall not apply (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (b) to property otherwise insured unless such property is owned by the insured or as respects which the insured is legally liable.
- G. Appraisal If the insured and the company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty days after receipt of proof of loss by the company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the insured or the company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at time of loss and the amount of the loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company

(continued on reverse side)

shall each pay its chosen appraiser and shall bear equally the expenses of the umpire and the other expenses of appraisal.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

- H. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until ninety days after the required proofs of loss have been filed with the company.
- I. Cancellation: This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in

this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

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# GENERAL INSURANCE COMPANY OF AMERICA

Home Office: 4347 Brooklyn Ave. N.E., Seattle, Washington 98105 (A Stock Insurance Company)

Additional Declarations

Policy	No.	CP	276891	
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# SECTION IV - AUTOMOBILE PHYSICAL DAMAGE

This schedule is attached to ond forms a part of the policy specified above.

# SCHEDULE OF AUTOMOBILES

-								SCHEDULE	OF CC	V/EDAC		
T	C : - !	Purch	nased	Actual Cost		0		P	T Q	R	E 3	I v
Ē M	Year, Trade Name, Type Motor No.	Month		or Symbol if	Liability Other than		Col	lision			Comb.	Towing
No.		and Year	or	private pass.	collision)	Comp.	1	Included	Fire	Theft	Add'l.	and
		reur	Osed				or				Cov.	Labor
1.	1964 CHEV. PICKUP											
	S# 4C154H165821		N	2079.	2079.	¬-			INCL	INCL	INCL	
2.	1970 CHEV. BISCAYNE											
	S# TO FOLLOW	12/69	)	4-1	ACV	INCL	100.	INCL				
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The	company's maximum liability unde	er this e	ndorse	ement on any	one auto	mobile s	shall not e	xceed	\$	10	,000.	;
the i	moximum liability for any one loss s	shall not	excee	d					\$	20	,000.	
	lass is payable as interest may app											
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Section - Automobile Physical Damage
Additional Declarations

A-1068 R3 7/67



# AUTOMOBILE PHYSICAL DAMAGE (COVERAGE SUPPLEMENT)

General Insurance Company of America agrees with the named insured in consideration of the payment of premium and subject to the limits of liability, exclusions, conditions and other terms of this policy, but only with respect to such af the following coverages as are indicated by the word "included" ar "inc" in the "Schedule of Automobiles":

Coverage O - Comprehensive - Excluding Collision

To pay for loss caused ather than by collision to the automobile or to a non-owned automobile. Breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, maliciaus mischief or vandalism, riat or civil commotion, or colliding with a bird o animal, shall not be deemed to be loss caused by collision.

Coverage P - Collision

To pay for lass to the automobile or non-owned automobile caused by collision, less the deductible amount stated in the schedule, but the deductible amount shall not be deducted with respect to a collision involving an individually owned private passenger or utility automobile with another automobile insured by General Insurance Company of America, SAFECO Insurance Company of America or First National Insurance Company of America.

Coverage Q - Fire, Lightning and Transportation

To pay for loss to the automobile caused (a) by fire ar lightning, (b) by smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the automobile is located, or (c) by the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the automobile is being transported.

Coverage R - Theft

To pay for loss to the automobile, caused by theft, or larceny.

Coverage T - Combined Additional Coverage

To pay for direct and accidental loss of or damage to the automobile caused by windstorm, earthquake, explosion, hail, external discharge or leakage of water, flaod or rising water, riot or civil commotion, the forced landing or falling of any aircraft or of its parts or equipment, or malicious mischief or vandalism, except that \$25 shall be deducted from the amount of each determined loss resulting from malicious mischief or vandalism.

Coverage V - Towing and Labor Costs

To pay for towing and labor costs necessitated by the disablement of the automobile or of any non-owned automobile, provided the labor is performed at the place of disablement, and such costs do not exceed \$25 per disablement.

Exclusions This insurance does not apply:

 (a) to any automabile while used as a public or livery conveyance, unless such use is declared and described in the schedule;

(b) to loss due to war;

- (c) to loss to a non-owned automobile arising out of its use by the insured in an automobile business;
- (d) to damage which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure other than burning of wiring, unless such damage is the result of other lass covered by this supplement;
- (e) to tires, unless damaged by fire, malicious mischief or vondalism, or stolen or unless the loss be coincident with and from the same cause as other lass covered by this supplement;
- (f) under coverage B, to breakage of glass if insurance with respect to such breakage is otherwise afforded;

(g) to loss due to radioactive contamination;

- (h) under coverages A and D, to loss due to conversion, embezzlement or secretion by any person in possession of the automobile under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;
- to loss due to confiscation by duly constituted governmental or civil authority.

Supplementary Payments — In addition to the applicable limit of liability, the company agrees:

- For a private passenger automobile owned by an individual named insured
  - a. To pay, not to exceed \$200 for each occurrence, for loss of

wearing apparel and luggage of the named insured or relative, provided the loss is caused:

(1) by a collision with respect to which this policy affords automobile collision insurance; or

- (2) by fire, lightning, flood or by theft of the entire automobile, and the loss is coincident with other loss with respect to which this policy affords automabile comprehensive insurance.
- b. To reimburse the named insured for the cost of transportation from the place of disablement of the owned automobile to the place of intended destination, but not to exceed \$5 for each occurrence, provided the disablement involves a loss with respect to which this supplement affords automobile collision ar automobile comprehensive insurance;
- 2. To reimburse the named insured for the cost of transportation not exceeding \$10 per day nar totaling more than \$300, incurred during the period commencing 48 hours after a theft covered by this policy of the entire automobile has been reported to the company and the police, and terminating when the company tenders settlement for such theft; provided such reimbursement shall be made only if the stolen automobile was a private passenger automobile not used as a public or livery conveyance and not owned and held for sale by an automobile dealer.

General Average and Salvage Charges:
 To pay general average and salvage charges for which the insured becomes legally liable, as to the automobile being trans

Definitions

(a) "automobile" - the word "automobile" means:

 described automobile — the motor vehicle or trailer described in the schedule including its equipment and other equipment permanently attached thereto;

(2) newly acquired automobile — an automobile, ownership of which is acquired or which is leased under contract for one year or more by the named insured or his spouse if a resident of the same household, if

 (a) it replaces an automobile owned or leased by either and covered by this supplement, or

(b) it is an additional automobile and the company insures all licensed automobiles of the same type, (unless such a u t o m o bile is an antique automobile or has an actual cash value of less than \$500), either (i) private passenger and utility automobiles or (ii) all other automobiles awned or leased by the named insured or spouse on the date of such acquisitian except, if two or more collision coverages apply to any one type of automobile, the most restrictive collision coverage shall apply:

restrictive collision coverage shall apply; provided that the limit of liability shall be the actual cash value of such automobile:

(3) "temporary substitute automobile" any automobile or trailer not owned by the named insured while temporarily used as a substitute for the individually owned private passenger or utility automobile or utility trailer when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(b) "automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;
 (c) "collision" means collision of an automobile covered by this

(c) "collision" means collision of an automobile covered by this
policy with another object or with a vehicle to which it is
attached or by upset of such automobile;

attached or by upset of such automobile;

(d) "insured" — the unqualified word "insured" includes the named insured and, if the named insured is an individual, his spouse if a resident of the same household, and in addition means with respect to a non-owned automobile any relative, provided the actual use thereof is with the permission of the owner:

owner;
(e) "loss" means direct and accidental loss of or damage to (a) the automobile, including its equipment, or (b) other insured

property;

(f) "non-owned automobile" means a private passenger automobile or utility trailer not owned by or furnished for the regular use of either the named insured or any relative, other than a temporary substitute automobile, while said automobile or utility trailer is in the possession or custody of an individual

(continued on reverse side)

named insured or is being operated by him;

(g) "private passenger automobile" means a four wheel private passenger, station wagon automobile;
(h) "relative" means a relative of the named insured who is a

resident of the same household;

(i) "trailer," if used for business purposes, includes semitrailer; otherwise "trailer" or "utility trailer" means a trailer designed for use with a private passenger automobile if not being used for business purposes with other than a private passenger or utility automobile, and if not a home, office, store, display or passenger trailer;
(j) "utility automobile" means an automobile with a load capacity

of fifteen hundred pounds or less of the pickup body, sedan

delivery or panel truck type; (k) "war" means war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident thereto.

(I) "antique automobile" means a private passenger automobile that is over 25 years old and which is maintained solely for use in exhibitions, club activites, parades and other functions of public interest and is only occasionally used for other purposes.

## Additional Conditions

# 1. Policy Period; Territory

This supplement applies only to accidents, occurrences and loss during the policy period and within the United States of America, its territories or possessions, or Conada, or between ports thereof, or in Mexico within 100 miles of the United States boundary line.

# 2. Premium

The premium shall be adjusted as of the date of delivery of any newly acquired outomobile in accordance with the rules and rotes in use by the company.

#### 3. Two or More Automobiles

When two or more automobiles are insured hereunder, the terms of this supplement shall apply separately to each, but an automobile and a trailer attached the eto shall be held to be separate automobiles including any neductible provisions applicable thereto.

# 4. Insured's Duties in Event of Loss

In the event of loss the insured shall:

- (a) protect the automobile, whether (r not the loss is covered by this supplement, and any further loss due to the insured's failure to protect shall not be recaverable under this supplement; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's re-
- (b) under coverage D Theft, promptly notify the police;
- (c) file with the compony, within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the

company's request, exhibit the damaged property and submit to examination under oath.

# 5. Appraisal

If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

# 6. Payment of Loss

The company may pay for the loss in money; or may repair or replace the damaged or stolen property; or may, at any time before the loss is paid or the property is so replaced, at its expense return any stolen property to the named insured, or at its option to the address shown in the declarations, with payment for any resultant damage thereto; or may take all or such part of the property at the agreed or appraised value. The company may settle any claim for loss either with the insured or the owner of the property. There shall be no abandonment to the company.

# 7. Limit of Liability

The limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality, nor with respect to an owned automobile described in this supplement, the applicable limit of liability stated in the schedule.

#### 8. Other Insuronce

If the insured has other insurance against a loss covered by this supplement the company shall not be liable under this supplement for a greater proportion of such loss than the applicable limit of liability of this supplement bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, the insurance hereunder with respect to temporary substitute automobiles or to non-owned outomobiles shall be excess insurance over any other valid and collectible insurance.

# 9. No Benefit to Bailee

The insurance afforded by this supplement shall not inure directly or indirectly to the benefit of any carrier or bailee liable for loss to the outomobile.

Indiana: If the lows of the State of Indiana apply to this coverage supplement, it is agreed Coverage P - Collision is amended by the deletion of the words "but the deductible amount shall not be deducted with respect to a collision involving an individually owned private passenger or utility automobile with another automobile insured by General Insurance Company of America, SAFECO Insurance Company of America or First National Insurance Company of America."

Ohio, New York and Illinois: If the laws of the states of Ohio, New York or Illinois apply to this caverage supplement, it is agreed Coverage P — Collision is amended by deletion of the words "but the deductible amount shall not be deducted with respect to a collision involved." ing on individually owned private passenger or utility automobile with another automobile insured by General Insurance Company of America, SAFECO Insurance Company of America or First National Insurance Company of America" and by the substitution of the words "but the deductible amount shall not be deducted with respect to a collision involving an individually owned private passenger or utility automobile with another automobile insured by the company.



K GENERAL INS	URANCE	COMPANY	OF	AMERICA	FIRST	NATIONAL	INSURANCE	COMPANY	OF	AMERICA
				INSTIBAN						

	11 MARSH & MC LENNAN,	INC. OF OREGON 3-1	.70	Certificate	of Insurance
	the insurance policies indicated			е.	
	ing Address(Street, City, State, Z			Policy Period	
Tame or moored and man	ing Address (on oor, on proving a	7			
I TABITON DI YA	WOOD ASSOCIATION	•	from	APRIL 23, 1	970
	ST. HELENS ROAD		to	APRIL 23, 1	973
PORTLAND, OF			10	The same of the sa	
			[	12:01 A.M.	Noon
L -			Standard T	ime, at the addre	ss of the insured
naximum amount payable	ment of the existence of the police	y or policies of insurance h			
amends, extends or alters th	e coverage afforded by any policy	described herein.	Limits o	of Liability or Amount of Co	overage .
Palicy Number	Type of Insurance	Coverage	One Person	One Occurrence	Aggregate
	Liability	Bodily Injury	\$ 100,000.	\$ 300,000.	\$
CP 276891	Other Than Automobile	Property Damage Cambined		\$ 100,000.	\$ 100,000.
GF 270031		Bodily Injury	\$ 100,000.	\$ 300,000.	
	Automobile Liability	Property Damage	100,000.	\$ 100,000.	
CP 276891	Clobiniy	Combined		\$	
CP 276891	BLANKET CONTRACTUAL	BODILY INJURY PROPERTY DAMAGE	100,000.	300,0 <del>0</del> 0.	300,000.
	Workmen's		ect to the terms of the pensation laws of the :		1
ALL OPERATI	r description of automobile or co	ntract covered, or descrip	DLICY TERMS AND	perations or work CONDITIONS,	
COWLITZ COU	AZARDS OF BLASTING, CO NTY, WASHINGTON.				,
to the party to whom this c	ertificate is issued, but failure to				
Certificate is issued to: No	ame and Address	7 .	10	_day prior notice	of cancellation to
			ertificate holder has	been endorsed to	o policy No.(s):
	OF NATURAL RESOURCES		CP 276891		
P. O. BOX 1 OLYMPIA, WA	68 SHINGTON 98501			oox — limits of li	•
1		1	above.		
		7	Any statementor re-	earse side ts void.	Dig.
Dated			·/ - 0	OCAEGUN .	
at 000:7F:SC	onon	2. 1970	By /4. CC	Slevens	
000121100	OUT THE	-, -, -, -,	GENERAL INSUI	PANCE COMPANY ON SURANCE COMPANY	OF AMERICA

SAFECOINBURANCE COMPANY OF AMERICA

SAFECO, INSURANCE COMPANY OF AMERICA

Homel Office, 4347 Brooklyn Ave. N. E., Seattle, Washington 98105 A Stock Insurance Company nerein called the company

# #1 MARSH & MC LENNAN, INC. OF OREGON 3-170

Certificate of Insurance

GENERAL INSURANCE COMPANY OF AMERICA FIRST NATIONAL INSURANCE COMPANY OF AMERICA SAFECDINSURANCE COMPANY OF AMERICA

the company certifies that	the insurance policies indicated	below are in effect on the	date of this certifica	te.	
Name of Insured and Maili	ng Address(Street, City, State,	ZIP Code)		Policy Period	d:
	DOD ASSOCIATION	٦	from	APRIL 23, 197	70
10504 N. W. S PORTLAND, ORE	ST. HELENS ROAD EGON 97231		to	APRIL 23, 19	73
For each policy the follow maximum amount payable	ing schedule indicates the basic for loss.	type of insurance provi			Noon ess of the insured iability or
This certificate is only a stater amends, extends or alters the	ment of the existence of the police coverage afforded by any policy	ry or policies of insurance herein.		nd neither affirmati of Liability or Amount of C	
Policy Number	Type of Insurance	Coverage	One Person	One Occurrence	Aggregate
	Liability Other Than Automobile	Bodily Injury Property Damage	\$ 100,000.	\$ 300,000. \$ 300,000.	\$ 300,000. \$ 300,000.
CP 276891	Automobile Liability	Combined  Bodily Injury  Property Damage	5 100,000.	\$ 300,000. \$ 300,000.	
CP 276891	Lidbilly	Combined		\$	
CP 276891	BLANKET CONTRACTUAL	BODILY INJURY PROPERTY DAMAGE	100,000.	300,00 <b>0.</b> 300,000.	300,000. 300,000.
		·			
	Workmen's Compensation	Comp	ct to the terms of the pensation laws of the policy affords covera	state in	:
	description of automobile or co				
to the party to whom this ce Certificate is issued to: Na THE BURLINGT SUBSIDIARY (	TON NORTHERN, INC., AN OR ASSOCIATED COMPANIE S FOR ACCOUNT OF WHOM	o give such notice shall in co	npose no obligation  10 ertificate holder has  CP 276891	n nor liability upon day prior notices been endorsed to box — limits of l	on the company.  e of cancellation to  to policy No.(s):  iability have been
PORTLAND, OF	REGON 97207		above.  Any statement on re		or work described

C-70 R9 7/69 PRINTED IN U.S.A.

Dated



GENERAL	INSURANCE	COMPANY	FAMERICA	□ F	IRST I	NATIONAL	INSURANCE	COMPANY	OF	AMERICA
*		SAFE	CO, INSURAL	NCE C	OMF	PANY OF	AMERICA			43

Home Office, 4347 Broaklyn Ave. N. E., Seattle, Washington 98105 (A Stock Insurance Company herein called the company

1	11 MARSH & MC LENNAN	, INC. OF OREGON 3-1	70	Certificate	of Insurance
The company certifies that	the insurance policies indicate	ed below are in effect on the c	date of this certificat	e.	
Name of Insured and Maili	ng Address (Street, City, State	, ZIP Code)		Policy Period	:
Г		7	from	APRIL 23, 1	970
	OOD ASSOCIATION		110111		
PORTLAND, ORE	ST. HELENS ROAD		to	APRIL 23, 1	.973
7011272				] 12:01 A.M.	Noon
L			Standard T	ime, at the addre	ess of the insured
For each policy the follow maximum amount payable		sic type of insurance provid	ded with the limit	of the insurer's li	ability or
This certificate is only a states	ment of the existence of the po e coverage offorded by any pol	olicy or policies of insurance he			
	Type of Insurance	Coverage	One Person	One Occurrence	Aggregate
Policy Number	Liability	Bodily Injury	6	9	\$
	Other Than	Property Damage	3 100,000.	\$ 100,000.	\$ 100,000.
CP 276891	Automobile	Combined Bodily Injury	\$	\$	
	Automobile Liability	Property Damage	3 100,000.	\$ 300,000. \$ 100,000.	
CP 276891	Elebini,	Combined		\$ 100,000.	
CP 276891	BLANKET CONTRACTUAL	BODILY INJURY PROPERTY DAMAGE	100,000.	300,000. 100,000.	300,000. 100.000.
	Workmen's		ct to the terms of the		
	Compensation		policy affords covera		
ALL OPERATION HAZARDS OF BE WASHINGTON In the event of any mate	ASTING, COLLAPSE AND rial change in, or cancellation ertificate is issued, but failure		ICY TERMS AND S - TIMBER SAL rsigned company w pose no obligation  10 ertificate holder has	CONDITIONS I  E 33325 - CO  ill endeavor to gi nor liability upo  day prior notice	WLITZ COUNTY,  ve written notice on the company. e of cancellation to
WEVED LA ELICE	COMPANIX	CI	P 276891		
P. O. BOX 11	139	ī	7 ,, ,, ,,		. Luliu I
LONGVIEW, WA	ASHINGTON 98632			for operations	
_			Any statement on re-	verse side is void.	
Dated at OCC 7F SC	On	= 0 1070 B	y X A	Steren	
000.21.30	00/4	2, 1970	GENERAL INSU	PANCE COMPANY	OF AMERICA

SAFECOINSURANCE COMPANY OF AMERICA

Marsh & McLennan, Incorporated 1100 Georgia Pacific Building Portland, Oregon 97204 503 224-3000 JUL 8 1976

July 7, 1976

Linnton Plywood Association P. O. Box 03128 Portland, Oregon 97203

Attention: E. M. Griffin,

Secretary-Treasurer

Gentlemen:

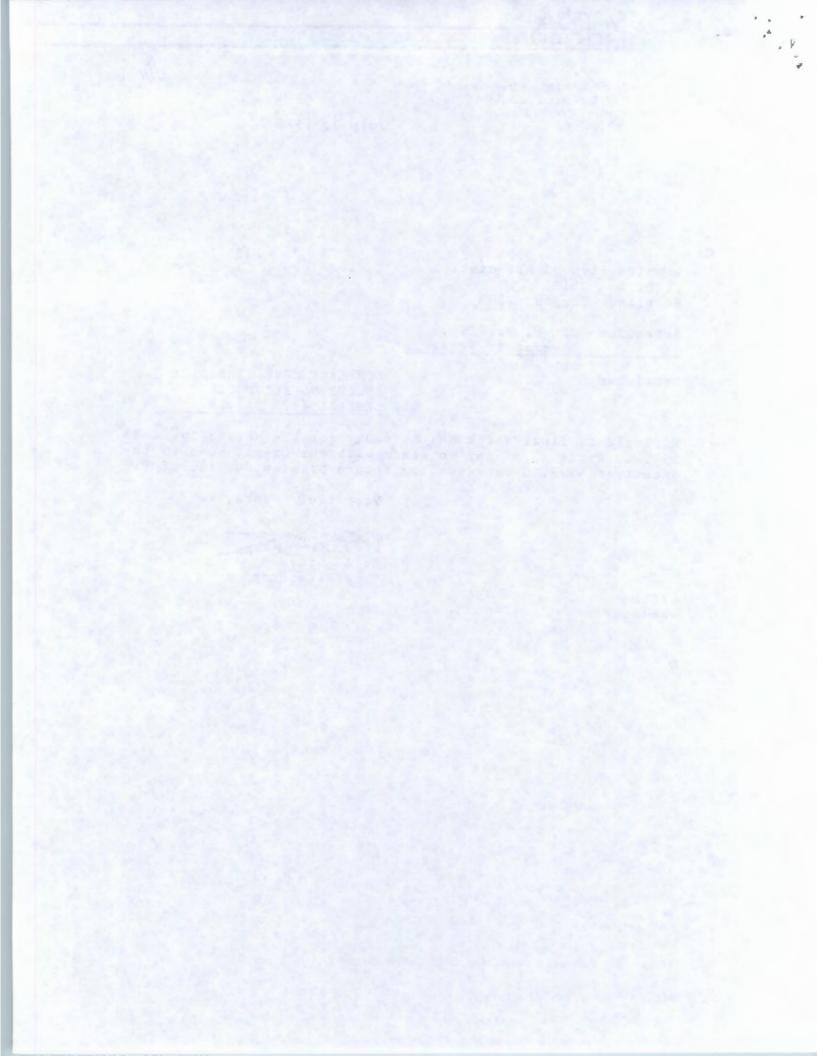
COMPREHENSIVE LIABILITY INCLUDING AUTOMOBILE GENERAL # CP 383478

Enclosed is final audit on the above for the period April 23, 1975 to April 23, 1976, together with our Credit Memo in the amount of \$595.00 representing return premium due therefor.

Very truly yours,

H. A. Stevens Vice President

HAS:mc
enclosures



AGENCY							
MARCH & MC LENNAN, INC. 3-170		Change Endorsement					
In consideration of X a premium to be adjusted at audit an additional premium of \$ 175.  a return premium of \$	y is changed as follows:						
(Mark the item or items changed)  1. Name of the insured	Description of item or coverage	9. Rating class					
☐ 2. Address of the insured ☐ 4. Location of property	7. Policy period	☐ 10. Rate					
☐ 3. Occupation of the insured ☐ 5. Mortgagee or Loss Payee	8. Policy term	11. Premium					
1972 MACK TRACTOR S# 767LST9884 BI, PD, FIRE, THEFT & CAC., \$500. DED. COLL. AND UM 1972 TRANSLINER CHIP TRAILER #TCS643571 BI, PD, FIRE, THEFT & CAC, \$500. DED. COLL. ITEM DELETED:							
OTHER ADDITIONS, DELETIONS OR CHANGES: FORM A-1397 APPLIES							

This endorsement is executed by the company stated in the declarations.

TYPING DATE

(at the hour of day stated in the policy)

3-5-76

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

"LINNTON PLYWOOD ASSOCIATION

2-11-76

SERVICE

OFFICE

S - SAFECO INSURANCE COMPANY OF AMERICA
G - GENERAL INSURANCE COMPANY OF AMERICA
F - FIRST NATIONAL INSURANCE COMPANY OF AMERICA
(Policy or Bond is issued by the company designated by initial)

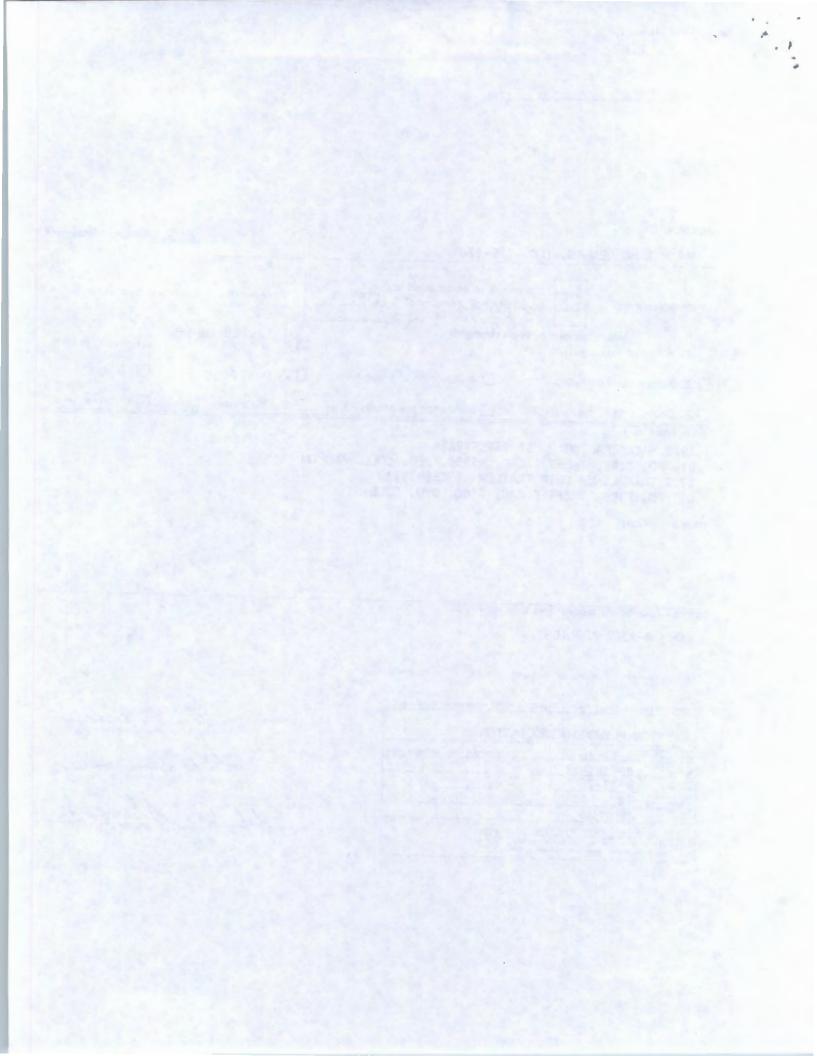
12

CP 383478 4-23-76

ENDORSEMENT EFFECTIVE POLICY OR BOND NUMBER POLICY EXP DATE

ENDORSEMENT NUMBER SERVICE OFFICE

4/ a Stevens



# RSH & McLENI

Bill Walsh Trucking 2360 N. Marine Drive Portland, Oregon 97217

INSURED:

LINNTON PLYWOOD ASSOCIATION

COMPANY: POLICY:

GENERAL INSURANCE COMPANY

CP 383 478

Here is e	vidence of insurance required for this insured.
X	Certificate of Insurance
	Loss Payable Clause
-	Prior Notice of Cancellation
X	Other Endorsement showing Lessor's interest in 1972 Mack Tractor
	Marsh & McLennan, Incorporated
	Ву
	H.A.Stevens
Copy to:	on Plywood Associaiton



F - FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OF FICE 4333 BROOKLYN AVE. N.E., SEATTLE, WASHINGTON 98185
HEAD OFFICE FOR CANADA MISSISSAUGA ONTARIO

(Coverage is provided by the company designated by initial, a stock insurance company herein called the companyl

Policy Period:

# Certificate of Insurance

e company certifies that the insurance policies indicated below are in effect on the date of this certificate.

Name of Insured and Mailing Address (Street, City, State or Province, ZIP or Pastal Code)

			•	from	4-23-	/3		
10504 N	N PLYWOOD ASSOCI	ROAD		104-23-76				
PORTLAN	ID, OREGON 972	31		TY.	7 1201 4 4	None		
				X Stand 17:	,			
				Standard Lim	ne, at the add	dress of the insured		
or each policy the follo	owing schedule indica	tes the basic type o	of insurance provided	with the limit	of the insur-	er's liability or maxi-		
num amount pavable fo								
	y a statement of the e	•			erred to and	neither attirmatively		
nor negatively amen	ds, extends or alters	ine coverage affor			16			
Paicy Number	Type of Insurance	Coverage	One Person	nits of Liability or A	Currence	Aggregate		
rolly Number		+	S One rerson	· S	corrence	\$		
	Liobility Other Than	Bodily Injury Property Damage	3			\$		
	Automobile	Combined		S				
		Bodily Injury	S	S				
	Automobile	Property Damage		S				
	Liability	Combined		S				
	PHYSICAL	FIRE, THEFT		D AMOUNT \$2	25,000.			
CP 383478	DAMAGE	COLLISION	\$500. 0	ED.				
			Perils Insure	ed Against	Coins. %	Limit of Liability		
	Property	Building(s)						
	Insurance	Personal Property						
		Business Interruption						
		Location:						
	Workmen's		•	terms of the Works in lows of the state i				
	Compensation		,	affords coverage.	•••			
ocation of risk covered,	or description of auto	omobile or contract	covered or description	on and location	n of operation	ons or work covered:		
·								
1972 MACK T	RACTOR S# 767	LST9884						
the event of ony mate								
the party to whom the		but failure ta give s						
ertificate is issued to: N	ame and Address			(10)		stice of cancellation to		
MACK STA	ANCIAL CORP.		certifico	ite holder has b	een endorsec	to policy No.(s):		
P. O. BO								
PORTLAND		n						
7011040	, 01120011 3,222	•						
			☐ If	an "x" in bo	x - limits of	f liability have been		
	•		in	creased only f	or operation	s or work described		
			ol	oove.				
			Anysta	tement on rever	se side is voi	d.		
			A.1.7 2.0	1 -				
~•d				410	1-	-		
PH:MM:5	on	3-5-76	Ву	/	Ales	rend		
				AFECO INSURANCE ( ENERAL INSURANCE				
•				AST NATIONAL INS		NY OF AMERICA		
DF-781 10/74						PRINTED IN U.S.A.		
	-							

# MARSH & MCLENNAN

POE	Financial Corporation ox 20095 and, Oregon 97220
	·
	INSURED: COMPANY: POLICY: LINNTON PLYWOOD ASSOCIATION GENERAL INSURANCE COMPANY CP 383 478
Here is e	vidence of insurance required for this insured.
	Certificate of Insurance.
	Loss Payable Clause
	Prior Notice of Cancellation
	Other
	Marsh & McLennan, Incorporated
	Ву
	H.A.Stevens
copy to:	Linnenn Plywood Association

A CONTRACTOR OF THE STATE OF TH

Control Could be Fried that

The state of the state of the state of

Branch St.

and the second of the second o

A AGEN	T'S NAME	REPLACES	- ДРР ч. « <del>1044</del>	CONF	÷	1 2	> - /:
AMESH	E MC LEK AN	, INC. CORDON CP	276891	72 3	170	Audito	Non-Audita
57		S = SAFECO INSURANG G = GENERAL INSURA F = FIRST NATIONAL 4347 BROOKLYN AVE. N.E., (Coverage is provided by the Co	NCE COMPANY C INSURANCE COM , SEATTLE, WASHING	OF AMERICA IPANY OF A GTON 98105 (	MERICA	CP 383	*
•							Commercial Police
-	Item 1. Named Ins	ured and Address (Number, Str	eet, Town, County, St	ate, ZIP Code	) ·		
3834	10504 N.	PLYWOOD ASSOCIATION W. ST. HELENS RD OREGON 97231	19.				MPP ACCOUNT NO
10/1	Business	of Named Insured is:	DOD MFG.				
NOW		1 64.5 44.5	100 14 0,				
WHE SE JOH	The Name	d Insured is Individual	Corp. Port	nership	Joint Venture	Other_C	COOPERATIVE ASS
100	em 2. Policy Term						
			PRIL 23. 197	2		APRII	23, 1976
1 0 A	lem 3 The insura	Years nce afforded shall apply in acc	Inception		edules attached		Expiration
C D		nder such schedule or schedule					
ASSIGNED FOLICY CA	SECTION		COVERAGE				AS PROVIDED UNDER SCHEDULE(S)
		Location of premises: (Enter ":	same" if same locatio	n as obove)			
		1. 2.					
	PROPERTY COVERAGE	3.					
		4.	• .				
		Liability (1) Other than	n Automobile				A
		(2) Automobil (3) Personal					A
	LIABILITY	(3) Personal Medical Payments					
	COVERAGE	(1) Premises (2) Automobil			, i	-	A
		(3) Personal	· /a	Collan.	2 13		
	III	Uninsured Motorists CRIME		1-11			A
	IV	AUTOHOBILE PHYSICA	L DAMAGE				A
	4						
		,					
L							
1	lem 4. Provisiona	premium subject to audit:			in advance		
				year ii	in installments, the installment is	\$ _	6,564.
	Cauchanian						Ann
	Countersignalure_						



# SAFECO INSURANCE COMPANY OF AMERICA GE ERAL INSURANCE COMPANY OF AMERICA FIRST NATIONAL INSURANCE COMPANY OF AMERICA

# SECTION II - LIABILITY

Policy	No.	CP	383	478
			-	

This schedule is attached to, and forms a part of the policy specified above.

Limits of Liobility. No insurance is afforded under any coverage unless specific limits of liability as to such coverage are set forth below: The limit of the campany's liobility on account of each such coverage shall be as stated herein, subject to all of the terms of the policy or supplement attached having reference thereto.

	Limits of	LIGDINITY		•	
Liability	Coverage A	Bodily Injury		Coverage B	Property Damage
A. Divided Limits Plon	300,000	eoch occurrence	\$_		eoch occurrence
Other Than Automobile	\$ 300,000.	oggregate	\$	100,000	aggregate
. One mon Additione	300,000			10030001	-35-3
	Coverage C -	Bodily Injury		Coverage D	· Property Damage
2. Automobile	\$ 300,000.	each person	\$	100,000.	eoch occurren
	300,000.	each occurrence			
Continued times Disco	Coverages				
3. Combined Limits Plan	\$	each occurrence			
- 1	- Employee	. 374			
The Liability Form attached hereto is entitled:	BLANKET	IABILITY INSUR	ANCE	C-10	
		BOTH AS DEFINE			the state of the state of
				-	
And divid Downson					
Coverage F. Automobile  10 Fault Luctur morbile  A Brace Filler at Protection	\$ 2000 mil	each person eoch person  deldwardele	\$_	16	eoch occident
Coverage F Automobile  10 Fault Luty make acres  Coverage F	\$ 2000 nul	eoch person	\$	46	eoch occident
Coverage F. Automobile  10 Fault Luctur morbile  A Brace Filler at Protection	NAMED IN	eoch person	S_	PASSENGER	eoch occident  AUTOMOBILE
Coverage F Automobile  10 Fault Lating all Politicar  Coverage F  Designation of person insured.	************	eoch person  Le Luctulul	S_	PASSENGER	eoch occident
Coverage F Automobile  10 Family Landson of Rollandson  Coverage F  Designation of person insured:	************	each person  each person oggregate	\$_	PASSENGER 300,000.	eoch occident  AUTOMOBILE  general aggregate
Coverage F Automobile  10 Fault Lucture and Protection  Coverage F  Designation of person insured:  Designation of automobiles Division I  Coverage P Personol Injury Liability	300,000.	each person each person oggregate  EXCL. 'C' DELET	\$_ TED	PASSENGER  300,000.  's participation_	AUTOMOBILE general
Coverage F Automobile  10 Fault Lucture and Protection  Coverage F  Designation of person insured:  Designation of automobiles Division I  Coverage P Personol Injury Liability	\$ 300,000.  s of offenses A B C	each person  each person  oggregate  EXCL. 'C' DELE	\$_ TED nsured		AUTOMOBILE general
Coverage E Premises  Coverage F Automobile  10 Fault Lutter and Problems  Coverage F  Designation of person insured:  Designation of automobiles Division I  Coverage P Personal Injury Liability  Including an affense within the following groups  Coverage U Uninsured Matarists - Badily Injury	\$ 300,000.  s of offenses A B C	each person  SED OWNED PRIVI  each person oggregate  EXCL. 'C' DELE  each person	\$_ TED nsured	's participation_	general aggregate  each occident
Coverage F Automobile  O Family Linder Problem  Coverage F  Designation of person insured:  Designation of automobiles Division I  Coverage P Personol Injury Liability  Including an offense within the following groups  Coverage U Uninsured Motorists - Bodily Injury Property Damage	\$ 300,000.  s of offenses A B C	each person  each person oggregate  EXCL. 'C' DELE	\$_ TED nsured	's participation_	general aggregate  each occident

DAILY REPORT DIVISION OFFICE

Schedule,

Kevisco Addin	onal Declarations					
CHECK BOX IF ITE	m is changed			Limits of I	Liability	
Liability  A. Divided Li  1. Other T	mits Plan 'han Automobile		Coverage A - Badil \$ 300,000. \$ 300,000.	_ each occurrence	Coverage B - Prope \$ 100,000. \$ 100,000.	each occurrence
2. Automa	bile		Coverage C · Bodi \$ 100,090. \$ 300,000.		Coverage D. Prop	erly Damage each occurrence
B. Combined	Limits Plan		Coverages\$	each occurrence		
The Liability F	form attached hereto is a	entitled: BLANKE	T LIABILITY	INSURANCE C-	10	
The following	hozords are excluded th	nerefrom:				
Medical Poyn			\$	each person	\$	each occident
Coverage M	Autamobile		\$	each person	\$	
	Personal Injury Liability affense within the follow				red's participation	%
					\$ 20,000.	
	licable by law Pr			deductible	\$	eoch acciden
				ED BY THE NAM	ED INSURED	
Premium Change	Additional	Return	Subject to Audit	Short or Pro-Rate %	Revised Total Premium	
Any explanation of	and/or other change:		INCL.		PPD DPP	
Declarations are deleted	NOTON PLYMOOD	ed above; (3) This policy	provides the coverage as star	of becomes a part of the above ed herein.  Immediately the second of the above ed herein.	numbered policy. (2) All limits of	Livearry

(continued on reverse side)

HECK BOX 1	IF ITEM IS CHANGED			Limits of Liability					
Liability				Coverage A - Bodi	ly Injury		Property Damage		
A. Divid	ded Limits Plan			\$ 300,000.	each-occurrence		each occurrence		
] 1. Ot	ther Than Automobi	le		\$ 300,000.	oggregote	\$ 100,000.	oggregate		
				Coverage C - Bad	T. 1	Ca.,,,,,,,	0		
ri .				\$ 300,000.	ily injury		- Property Damage		
2. Au	otomobile			700,000	_ each person	\$100,000.	each occurren		
				\$ 300,000.	_ each accurrence				
					A AND AND A STATE OF THE AND ADDRESS OF THE AND ADDRESS OF THE ADD				
				Coverages					
B. Comb	oined Limits Plan			\$	each occurrence				
The Liab	pility Form attached I	nereto is e	entitled: BL	ANKET LIABILI	TY INSURANCE C	-10			
				· · · · · · · · · · · · · · · · · · ·					
The follo	owing hazards are e	xcluded th	nerefrom:		-	,			
7	Payments ge E - Premises			\$	each person	\$	each accident		
_						-	eoch accident		
_	ge F - Automobile			\$					
_ Coverag	ge M - Personal			\$	_ each person	. Ъ	each accident		
				-					
Caverag	ge F								
Caverag  Designat	ge F tion of person insure	d:							
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# SAFECO INSURANCE COMPANY OF AMERICA GE ERAL INSURANCE COMPANY OF AMERICA FIRST NATIONAL INSURANCE COMPANY OF AMERICA

# SECTION II - LIABILITY

Policy	No.	CP	38	478

This schedule is attached to, and forms a part of the policy specified above.

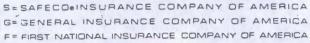
Limits of Liability. No insurance is afforded under any coverage unless specific limits of hobility as to such coverage are set forth below: The limit of the company's liability on account of each such coverage shall be as stated herein, subject to all of the terms of the policy or supplement attached having reference thereto.

	Limits of Liability
Liability  A. Divided Limits Plan  1. Other Than Automobile	Coverage A - Badily Injury  Coverage B - Property Damage  100 000 each occurrence  300 000 aggregate  Coverage B - Property Damage  100 000 each occurrence  100 000 oggregate
2. Automobile	Coverage C - Bodily Injury Coverage D - Property Damage  \$
B. Combined Limits Plan	Coverageseach occurrence
The Liability Form attached hereto is entitled:	BLANKET LIABILITY INSURANCE C-10
Medical Payments	entitled Conditions-Applicable Only to Section III ore excluded therefrom:  **PERSONAL HAZARD** AND **CONTRACTUAL HAZARD BEYOND  15 DAYS** BOTH AS DEFINED ON FORM C-1652
Coverage E - Premises  Coverage F - Automobile  10 7 Annit Lucion de Politica	\$each person \$eoch accident \$eoch accident
Coverage F  Designation of person insured.  Designation of automobiles Division I	
Coverage P - Personal Injury Liability	\$ 300,000. each person aggregate \$ 300,000. aggregate excl. 'C' DELETED
Coverage U - Uninsured Motorists - Bodily Injur Property Damage  † Where applicable by low:	y \$ 20.000 each person \$ 20.000 each accident
Description of insured highway vehicles	NAMED INSURED  ANY AUTOMOBILE OWNED BY THE NAMED INSURED.

(continued on reverse side)

Schedule\_\_\_\_\_





Home Office: 4347 Brooklyn Ave. N.E., Seattle, Washington 98105 (Each a Stock Insurance Company)

(Coverage is provided by the company designated by initial)



# SECTION III CRIME

	. /	
	V	
Policy No	CP 389478	

remises are located at the address show	wn in the declarations as L	ocation No.	, unles	ss otherwise stated here
(Number	Street	Town		State)
ther husiness is conducted in the premis	ses, unless otherwise stated	herein:		
			cate No.	
of Liability. No insurance is afforded insuring agreement are set forth below.	ed under any insuring agr ow: The limited of the con	eement unless specifican	account of each s	cific limits of fiability as uch coverage shall be
Insuring	Agreements			
uralary and Robbery			Limits of Liability	Premium
	er Accompanied by	Guards \$		\$
				\$ .
			,	\$
Home of Messanger - Burglary only	Theft .	\$		\$
A) Open Stock Burglory	¥ 20	00	3.000.	S INCL.
(Coins	urance Percent) (Coinsur	ance Limit)	m-	•
				\$
				\$
				\$
				\$
·				
,				
V) Depasitors Forgery		\$		
16-1	Wrance Persont /Coincur	anco Limit)		The state of the s
TOTAL CITTLE	, .			\$
		\$		D
				\$
as to loss under	one or more of said Insurin	g Agreements.	1	
,			XX	
mit of insurance under each of Insuring	Agreements I to VII inclus	sive . \$	- K11	3
ffice Burglary and Robbery				
imit of insurance under each of Insuring	Agreements I through VI	\$		\$
THER				
State Supplement Name	els) and Farm Number(s) at	tached hereto		
				•
	The premium			5
				. INCL.
		year installment is		3
		orsements (indicated by	form No.) attache	ed herefo:
		ny of election to termin	ote or concel prior	bond or policy No(s): ~
ermination or cancellation to be effecti	ve as of the time this polic	y becomes effective.		
				Schedule
	her business is conducted in the premise Classification: The alarm ords or phrases (other than captions) professiving agreement are set forth belot herein, subject to all of the terms of consuming agreement are set forth belot herein, subject to all of the terms of consuming agreement are set forth belot herein, subject to all of the terms of consuming agreement are set forth belot herein, subject to all of the terms of consuming agreement and consuming agreement and consuming agreement and counterfeit papers.  (Coins and Counterfeit Papers and Counterfeit Pap	her business is conducted in the premises, unless otherwise stated cassification:	her business is conducted in the premises, unless otherwise stated herein:    Classification:	Number   Street   Town

DAILY REPORT DIVISION OFFICE



Additional Declarations

4				
Policy	No.	CP	383478	

# AUTOMOBILE PHYSICAL DAMAGE

This schedule is attached to and forms a part of the policy specified above.

# SCHEDULE OF AUTOMOBILES

		Purchased	1	,			SCHEDULE	OF CO	VERAG	ES	
T E	Serial or		Actual Cost incl. equip.	Limit of Liability	0		Р	Q	R	Ţ	V
M 70.	Serial or Year, Trade Name, Type Motor No.	Month New and or Year Used	or Symbol if private pass.	(other than collision)	Comp.	Deduct. or	llision Included	Fire	Theft	Comb. Add'l. Cov.	Towin and Labo
	1964 CHEV. PICKUP S#4C154H165821		2079.	2079.				INCL	INCL	INCL	
	1972 CHEV. 1MPALA 4 D SEDAN S#1M69H2C184663	R.	5-2-4	ACV	INCL	100.	INCL.				
						·					
		1					€B				
	·					***					
	company's maximum liability unde								10,0	00.	

The	company's maximum liability under this endorsement on any one automobile shall not exceed	5_10,000.
The	maximum liability for any one loss shall not exceed	s <b>20.000.</b>
Any	loss is payable as interest may appear to the named insured and. (Name and address)	

ScheduleA
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Section - Automobile Physical Damage

Additional Declarations

DIVISION

# BLANKET LIABILITY POLICY

# PREPARED FOR

# LINNTON PLYWOOD ASSOCIATION

INDEX OF COVERAGES*	Section	Schedule	Section Schedule
PROPERTY			INLAND MARINE
		-	GLASS COVERAGE
MISC. LIABILITY PERSONAL INJURY		<u>A</u> _	OTHER INSURANCE
MEDICAL PAYMENTS _AUTOMOBILE			SAFECO INSURANCE GENERAL INSURANCE COMPANY OF AMERICA Home Office/ Seattle, Washington
CRIME	111	A	
			MARSH & HC LENNAN, INC. OF DREGOM
AUTOMOBILE PHYSICAL DAMAGE	IA	A	
*This index is not intended to be a part of the p	policy and	therefore	your Independent Insurance Agent

does not modify the contents thereof

(A stock insurance company, herein called the company)



# COMMERCIAL POLICY CONDITIONS APPLICABLE TO ALL SECTIONS

AGREES with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, amounts of insurance, exclusions, conditions and other terms of this policy to insure the insured in accordance with the pravisions of the schedule of schedules attached hereto and made a part hereof.

A. Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the eorned premium due at the end of the policy period. At the close of each period (or port thereof terminating with the end of the policy period) designated in the declarations as the oudit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payoble. If the total earned premium for the policy period is less than the premium previously poid, the company shall return to the named insured the unearned portion poid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

- B. Liberalization Clause: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf af this company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement ar substitution of form, then such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution af form had been made.
- C. Inspection and Audit: The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf af or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

D. Cancellation: This policy may be canceled by the named insured by surrender thereof to the company or ony of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, corned premium shall be computed in accordance with the customary short rate table and procedure. If the company concels, earned premium shall be computed prorate. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

E. Deferred Premium Payment Plan: If the insured elects to pay the premium in equal annual payments as indicated on the first page of this policy the premium for this policy is hereby made so payable. Default in making ony payment shall be construed as a request of the insured to cancel this policy, in which case this company shall, upon demand and surrender of this policy, or after ten days written notice to the insured, comply with the said request.

If this policy is canceled, either at the request of the insured or at the election of this company, this company shall refund to the insured only the excess of paid premium over earned premium. In the event the earned premium exceeds the paid premium the insured shall pay this company the difference.

- F. Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recavery therefor against any person or organization and the insured shall execute and deliver instruments and popers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- G. Impairment of Recovery: Except as noted below, this company shall not be bound to pay any loss if the insured shall have impaired any right of recovery for loss to the property insured; however it is agreed that:
  - As respects property while on the premises of the insured, permission is given the insured to release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and
  - As respects property in tronsit, the insured may, without prejudice to this insurance, accept such bills oflading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.
- H. Conformity With Statute: The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby omended to conform to such statutes.
- I. Changes: Notice to any agent or knowledge possessed by any ogent or by any other person shall not effect a waiver or a change in any port of this policy or estap the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- J. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endarsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the nomed insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.
- K. Modification of Terms: Any provisions contained in this policy (or supplements, schedules and endorsements attached thereto) which are in conflict with conditions A thru J above are hereby waived.
- L. Extension: If coverage provided by this policy replaces a similar coverage of a policy expiring on the effective date of this policy, then coverage hereunder shall be extended to the expiration time of the policy so replaced.

IN WITNESS WHEREOF, General Insurance Company of America has caused this policy to be signed by its president and secretary at Seattle, Washington, and countersigned on the declarations page by a duly authorized representative of the company.

It A Hammersla SECRETARY

Inda A. Sweary PRESIDENT

# SAFECO INSURANCE COMPANY OF AMERICA GENERAL INSURANCE COMPANY OF AMERICA FIRST NATIONAL INSURANCE COMPANY OF AMERICA

# BLANKET LIABILITY INSURANCE

(COVERAGE SUPPLEMENT)

1. COVERAGE A - BODILY INJURY - except Automobile

COVERAGE B - PROPERTY DAMAGE - except Automobile

COVERAGE C - BODILY INJURY - Automobile

COVERAGE D - PROPERTY DAMAGE - Automobile

With respect to such of the foregoing coverages as have become effective under the provisions of the declarations page of this policy, the company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an **occurrence**. The company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- (a) to bodily injury or property damage included within the war hazard with respect to liability assumed by the insured under any contract or agreement or expenses for first aid under the Supplementary Payments provision;
- (b) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law:
- (c) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**; but this exclusion does not apply to liability assumed by the **insured** under any contract;
- (d) to property damage: (1) to property owned or transported by the insured; (2) to property occupied by or rented to the insured, except damage to a rented residence or private garage caused by a private passenger automobile; (3) to property under bailment to the insured (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements); (4) to that particular part of any property (i) upon which operations are being performed by or on behalf of the insured, or (ii) out of which such injury or destruction arises; (5) to premises alienated by the named insured arising out of such premises or any part thereof; (6) to the named insured's products arising out of such products or any part of such products; (7) to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith:
- (e) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deliciency therein;
- (I) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any slunting activity or in practice or preparation for any such contest or activity:
- (g) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**:

- (h) to contractual liability assumed by the insured, if the insured or his indemnitee is an architect, engineer or surveyor, for bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured or indemnitee, including
  - the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
  - (2) supervisory, inspection or engineering services.
- (i) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any aircraft owned or operated by or rented or loaned to any insured, or (2) any other aircraft operated by any person in the course of his employment by any insured;
- (j) under Coverages A and B, to liability or injury arising out of or in connection with domestic activities of any insured which are not connected with the business of any insured.

# 2. COVERAGE E - PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy.

# Exclusions

This insurance does not apply:

- (a) to bodily injury
  - arising out of the ownership, maintenance, operation, use, loading or unloading of
    - (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
    - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (3) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (b) to bodily injury
  - included within the completed operations hazard or the products hazard;
  - (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

(continued on reverse side)

- (ii) to, a minor, (iii) to a person under the influence of aicoholic or (iv) which causes or contributes to the intexication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor.
- (4) included with the war hazard;

# (c) to bodily injury

- (1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant,
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest,
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

# 3. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) the named insured and, if an individual, the spouse of such named insured if a resident of the same household;
- (b) for Coverages A and B
  - (1) if the named insured is designated in the declarations as
    - (i) a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
    - (ii) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such,
  - (2) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
  - (3) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
    - (i) an employee of the **named insured** while operating any such equipment in the course of his employment, and
    - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization.

provided that no person or organization shall be an **insured** under this paragraph (3) with respect to:

- (A) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- (B) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii)

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

- (c) for Coverages C and D
  - any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the named insured;
  - (2) any other person while using an **owned automobile** or a **hired automobile** with the permission of the **named insured**, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to **bodily injury** or **property damage** arising out of the loading or unloading thereof, such other person shall be an **insured** only if he is: (i) a lessee or borrower of the **automobile**, or (ii) an employee of the **named insured** or of such lessee or borrower:
  - (3) any other person or organization but only with respect to his or its liability because of acts or omissions of the named insured or an insured under (1) or (2) above

None of the following is an insured:

- any person while engaged in the business of his employer with respect to **bodily injury** to any fellow employee of such person injured in the course of his employment,
- (2) the owner or lessee (of whom the named insured is a sublessee) of a hired automobile, or the owner of a non-owned automobile, or the owner of an automobile léased under contract for one year or more to the named insured, or any agent or employee of any such owner or lessee;
- an executive officer with respect to an automobile owned by him or by a member of his household;
- (4) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured.

This insurance does not apply to **bodily injury** or **property damage** arising out of (1) a **non-owned automobile** used in the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured** or (2) if the **named insured** is a partnership, an **automobile** owned by or registered in the name of a partner thereof, unless such partner is named as an individual **named insured**.

### 4. LIMITS OF LIABILITY

For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

Regardless of the number of **insureds** under this policy, or **automobiles** to which this policy applies, the company's liability is limited as follows:

(a) Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the declarations as applicable to "each occurrence" is the total limit of the company's liability under the bodily injury liability and property damage liability coverages combined for all damages as the result of any one occurrence provided.

- (1) with respect to all damages included within the (i) completed operations hazard and the (ii) products hazard, such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence;
- (2) with respect to all damages arising out of property damage (other than automobile, the completed operation hazard, or the products hazard) such limit of liability shall be the total limit of the company's hability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;
- (3) with respect to any occurrence for which the notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.
- (b) Divided Limits Plan

# Coverage A -

The total liability of the company for all damages including dimages for care and loss of services because of bodily injury sus-

tained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate."

# Coverage B -

The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate."

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

# Coverages C and D -

- (1) The limit of bodily injury liability expressed in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."
- (2) The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence."

# Coverage E -

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident"

# 5. POLICY PERIOD

This insurance applies only to **bodily injury** or **property damage** which occurs: (a) for Coverages A, B, C and D, during the policy period within the **policy territory**; (b) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

# 6. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"aircraft or automobile hazard" includes bodily injury and property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft, automobile or midget automobile; but this hazard does not include (a) bodily injury to any domestic employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft or (b) except with respect to aircraft, bodily injury or property damage occurring on the insured premises or

the ways immediately adjoining on land or (c) bodily injury or property damage arising out of the use of a land public conveyance by the insured as a passenger.

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"contractual liability" means liability expressly assumed under a contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"domestic employee" means an employee of an insured performing duties not in connection with the business of the insured;

"fire hazard" includes property damage to any premises not owned by an insured and to house furnishings therein if such property damage arises out of (a) fire, (b) explosion, or (c) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit.

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by, leased under contract for one year or more, or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

## "insured premises"

for Coverage E, means all premises (except such premises as defined under paragraph (b) of this definition) owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"midget automobile" means a land motor vehicle of the type commonly referred to as a "midget automobile," "kart," "go-kart," "speed-mobile" or by a comparable name, whether commercially built or otherwise;

"non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile;

"owned automobile" means an automobile owned by or leased under contract for one year or more to the named insured;

"private passenger automobile" means a four wheel private passenger, station wagon or jeep type automobile;

"trailer" includes semitrailer but does not include mobile equipment;

"war hazard" includes all bodily injury and property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing.

# 7. ADDITIONAL CONDITIONS

# (a) Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

# (b) Excess Insurance - Hired and Non-Owned Automobiles

With respect to a hired automobile or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BLANKET LIABILITY INSURANCE — COVERAGES A AND B
COMMERCIAL TOP NOTCH INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
GROWERS' AND RANCHERS' LIABILITY INSURANCE — COVERAGES A AND B
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
SPECIAL MULTI-PERIL LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

## POLLUTION EXCLUSION

It is agreed that the insurance does not apply to Bodily Injury\* or Property Damage caused by or resulting from the discharge of matter (either during the policy period or prior to its commencement) on or into water, land air or any other real or personal property; provided, however, that this endorsement shall not exclude insurance with respect to the discharge of matter, if the discharge is sudden, unexpected, unintentional and occurs during the policy period following the effective date of this endorsement.

When used in this Endorsement:

- (a) "discharge of matter" means the emission of matter through its release, spillage, leakage or by means of dumping, emptying, pumping or due to failure of any equipment or resulting from any other source or cause whatsoever;
- (b) "matter" means any substance (gas, liquid, or solid) of any description or origin.

It is further agreed that this endorsement shall not apply to liability arising out of the ownership, maintenance, or use of any automobile.

\*In the event this form is attached to a Commercial Top Notch Policy "Personal Injury" shall be substituted for "Bodily Injury."

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This endorsement is executed by the company stated in the declaration of the declaration

S - SAFECO INSUHANCE COMPANY OF AMERICA
G - GENERAL INSURANCE COMPANY OF AMERICA
F - FIRST NATIONAL INSURANCE COMPANY OF AMERICA
IPulicy of Bond is asset by the company designated by initial

C-1599

Y PRESIDENT J



# CONDITIONS APPLICABLE ONLY TO SECTION II

# 1. SUPPLEMENTARY PAYMENTS

The company will pay in addition to the applicable limit of liability.

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies:
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

## 2. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), snowmobiles, all-terrain vehicles and similar equipment and trailers designed for use therewith, but does not include mobile equipment;

"automobile hazard" includes bodily injury or property damage arising out of: ...

- (a) the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile operated by any person in the course of his employment by any insured;

but this definition does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured.

(b) and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

"bailment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"Blanket Contractual Hazard" means liability assumed by the insured under any contract or agreement except an incidental contract; but this definition does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"Broad Form Property Damage Hazard" means property damage to

- (a) property used by the insured, or
- (b) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control.

but parts (a) and (b) of this definition do not apply with respect to liability under a written sidetrack agreement and part (b) of this definition does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured.

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured, "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the named insured under the contract have been completed.
- (b) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations":

"Contractual Hazard Beyond 15 Days" means liability assumed by the insured under any written contract or agreement unless the insured shall have furnished the company a copy of such agreement within (15) fifteen days from the date such agreement is signed by the insured except an incidental contract, but this definition does not apply to a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks;

"incidental contract" means any written (a) lease of premises, (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (c) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (d) sidetrack agreement, or (e) elevator maintenance agreement,

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

"mobile equipment" means a tand vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item.

1 of the declarations of this policy,

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"non-owned automobile hazard" means any automobile other than an owned or hired automobile or, if the named insured is an individual, an automobile personally operated by the named insured or members of his family.

"occurrence" means an event including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured:

"personal hazard" means any domestic activities of the insured, not in connection with the business of the insured;

"policy territory" means anywhere in the world; provided, however, that. (a) resulting claims are asserted within the United States of America, its possessions, or Canada, and (b) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others:

"property damage" means (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

# 3. Financial Responsibility Laws

Such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.

# 4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

- (b) If claim is made or suit is brought against the insured, the insured shalf immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

## 5. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

# 6. Other Insurance

If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the **insured** (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss, except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the **insured** a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance which is available to the **insured**.

# 7. Three Year Policy

If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

# 8. Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

# 9. Policy Term

In the event the policy is written without any insurance afforded under Section F = "Property" of the policy, the inception and expiration time shall be 12 01 A M Standard Time at the address of the insured as stated in the Declarations, otherwise such time shall be Noon Standard Time.



# PERSONAL INJURY LIABILITY INSURANCE

# 1. COVERAGE P-PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

- Group A false arrest, detention or imprisonment, or malicious prosecution;
- Group B the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- Group C wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

# Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;"
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

# 2. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

# 3. LIMITS OF LIABILITY: INSURED'S PARTICIPATION

Regardless of the number of (a) insureds under this policy, (b) persons or organizations who sustain personal injury, or (c) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the declarations as "aggregate."

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

# 4. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

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#### PERSONAL INJURY LIMITATION

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT EXCLUSION 'C' IS DELETED AS RESPECTS FORM C-1142 \*PERSONAL INJURY LIABILITY SUPPLEMENT\*

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All terms and conditions of the policy, issued by SAFECO Insurance Company of America, General Insurance Company of America or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

HA Hammersla SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

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RESIDENT LICENSED AGENT

MARSH & MC LENNAN, INC. 3-170

A/P AT AUDIT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BLANKET LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

#### ADDITIONAL INTEREST - OPERATIONS

It is agreed that such insurance as is afforded for **bodily injury** and **property domage** applies also to the person or organization designated below as an insured, but only with respect to (his) (its) liability for operations performed for such person or organization by or on behalf of the named insured, and general supervision thereof by such person or organization.

Description of Person or organization:

CITY OF PORTLAND AND ALL OTHER
GOVERNMENTAL BODIES HAVING
JURISDICTION IN THE AREA, THEIR
OFFICERS, AGENTS AND EMPLOYEES
AS RESPECT JOB #12464 N.W. 107TH AVE.,
FROM N.W. ST. HELENS ROAD TO APPROXIMATELY
170 FEET EASTERLY

All terms and conditions of the policy, issued by either SAFECO Insurance Company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

The Hammersla SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Godn H. Sweary PRESIDENT

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BLANKET LIABILITY INSURANCE - COVERAGES A & B
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' INSURANCE

## ADDITIONAL INSURED (Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- 1. to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
- 2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partner-ship or joint venture, any partner or member thereof.

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All terms and conditions of the policy issued by General Insurance Company of America remain unchanged except as amended by this endorsement.

The Hammersla SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

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RESIDENT LICENSED AGENT

Inda H. Livearry



#### AMENDATORY ENDORSEMENT 'A' ADDITIONAL INTERESTS

IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS POLICY IS WRITTEN, IT IS AGREED THAT THE CITY OF PORTLAND, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSUREDS BUT ONLY AS RESPECTS ANY CLAIM OR CLAIMS FOR DAMAGE OR INJURY TO PERSON OR PROPERTY RESULTING FROM OR GROWING OUT OF THE OPERATIONS OF THE NAMED INSURED UNDER A REVOCABLE PERMIT FROM THE CITY OF PORTLAND AS AUTHORIZED BY ORDINANCE #109387 FOR THE USE OF EXISTING ACCESS ROADS AND THE CONSTRUCTION OF TWO AUXILIARY SPUR ROADS IN THE BULL RUN RESERVE.



All terms and conditions of the policy, issued either by SAFECO Insurance Company of America, General Insurance Company of America or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

Th)	Hammersla W. D. HAMMERSLA, SECRETARY
COMPLETE THE	FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY

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RESIDENT LICENSED AGENT

TOTALS GROSS

Inda H. Sweary GORDON H. SWEANY, PRESIDENT



#### AMENDATORY 'B'

"WITHOUT PREJUDICE TO COVERAGE OTHERWISE EXISTING HEREIN, THE CITY OF PORTLAND AND ALL OTHER GOVERNMENTAL BODIES HAVING JURISDICTION IN THE AREA, THEIR OFFICERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSUREDS UNDER THIS POLICY AS TO ANY CLAIM OR CLAIMS FOR INJURY TO PERSON, INCLUDING DEATH, OR DAMAGE TO PROPERTY, RESULTING FROM OR GROWING OUT OF THE OPERATIONS OF THE NAMED INSURED UNDER CONTRACT WITH THE CITY OF PORTLAND FOR FURNISHING AND DELIVERING LANDFILL COVER MATERIAL F.O.B. ST. JOHNS FILL, 9360 N. SWIFT BLVD., PORTLAND, OREGON FOR THE DIVISION OF REFUSE DISPOSAL, DEPARTMENT OF PUBLIC WORKS OF CITY, IN ACCORDANCE WITH THE SPECIFICATIONS CITED IN SAID CONTRACT, DURING THE PERIOD FROM DATE OF SAID CONTRACT THROUGH DECEMBER 31, 1973.

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT TERMINATE OR BE CANCELLED PRIOR TO COMPLETION OF SAID CONTRACT WITHOUT FIRST GIVING THIRTY (30) DAYS' WRITTEN NOTICE OF INTENTION TO CANCEL OR TERMINATE SAID POLICY TO THE AUDITOR OF THE CITY OF PORKLAND.

NOTWITHSTANDING THE NAMING OF ADDITIONAL INSUREDS, THE POLICY SHALL PROTECT EACH INSURED IN THE SAME MANNER AS THOUGH A SEPARATE POLICY HAD BEEN ISSUED TO EACH; BUT NOTHING HEREIN SHALL OPERATE TO INCREASE THE INSURER'S LIABILITY AS SET FORTH ELSEWHERE IN THE POLICY BEYOND THE AMOUNT OR AMOUNTS FOR WHICH THE INSURER WOULD HAVE BEEN LIABLE IF ONLY ONE PERSON OR INTEREST HAD BEEN NAMED AS INSURED."

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All terms and conditions of the policy, issued either by SAFECO Insurance Company of America, General Insurance Company of America or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

Hammersla W.D. HAMMERSLA, SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED

COVER AGE OR CODE SR/PR FACTOR PREMIUM PREMIU

RESIDENT LICENSED AGENT

PRINTED IN U.S.A.



#### LIMITATION TO OFFICE EQUIPMENT ENDORSEMENT

In consideration of the premium for this policy, it is agreed that the Insuring Agreements are amended to read as follows:

To pay for loss by burglary or by robbery of a watchman, while the premises are not open for business, of office equipment within the premises, and for damage to the premises and the exterior thereof, and to the insured property therein by such burglary, robbery of a watchman, or attempt thereat, provided with respect to damage to the premises and the exterior thereof, the insured is the owner of the premises or is liable for such damage. The term "office equipment" means office machines, supplies, furniture, fittings, fixtures and books, but shall not include stock in trade, personal effects and postage or revenue stamps or any substitutes therefor.

The coinsurance requirement shall not apply.

All terms and conditions of the policy, issued by either SAFECO Insurance Company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

Hammerslo COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED: Inda A. Sweary

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(R) SAFECO Insurance Company of America, registered tra

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BLANKET LIABILITY INSURANCE COVERAGES A, B, C, D AND L

#### AMENDATORY ENDORSEMENT

The policy is amended by deleting therefrom Exclusion (h), relating to an assumption of liability by the insured for the professional services of an architect, engineer or surveyor.

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All terms and conditions of the policy, issued by either SAFECO Insurance Company of America, General Insurance Company of America, or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

The Hammersla SLCARTARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Sonda A. Leweny PRE

PRESIDENT

INSURED		COVER	CLASS OR CODE	UNCARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	NEW IFULL TERM) PREMIUM	ADDITIONAL PREMIUM	
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RESIDENT LICENSED AGENT



BLANKET LIABILITY INSURANCE - COVERAGES A & B

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

## ADDITIONAL INSURED (Vendors - Broad Form)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

- 1. The insurance with respect to the vendor does not apply to:
  - (a) any express warranty unauthorized by the named insured;
  - (b) bodily injury or property damage arising out of
    - (i) any physical or chemical change in the form of the product made intentionally by the vendor,
    - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
    - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
    - (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

All terms and conditions of the policy issued by General Insurance Company of America remain unchanged except as amended by this endorsement.

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

NEW (FULL TERM) PREMIUM UNEARNED OLD IFULL TERM COVER CLASS RETURN ADDITIONAL INSURED SR/PR FACTOR OR CODE PREMIUM ENDORSEMENT Lat the hour of day stated on the policy POLICY MPP ACCT POLICY EXP DATE TYPING ENDORSEMENT

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Inda A. Liveary



#### BLANKET LIABILITY INSURANCE GROWERS' & RANCHERS' LIABILITY INSURANCE

#### LOGGING PROPERTY DAMAGE ENDORSEMENT B.

It is agreed that with respect to logging or mill operations of the **insured**, or operations incidental thereto, that:

#### FIRE FIGHTING EXPENSE

 the company will pay any fire fighting expense incurred by others for which the insured is legally liable solely by reason of such expense having been incurred as a direct consequence of fire resulting from and immediately attributable to an occurrence directly connected with logging operations of the insured; provided that the limits of liability or any deductible applicable to property damage (other than automobile) applies to this coverage, but this provision shall not operate to increase the limit of the company's liability;

#### VEHICLES - TIMBER

- exclusions (d) (3) and (d) (4) of the policy are deleted as respects coverage for:
  - (a) trucks, trailers, or railroad cars while being loaded or unloaded, and
  - (b) timber lands, standing timber and felled or bucked timber;

#### **EXCLUSIONS**

- such insurance as is afforded by this endorsement does not apply to:
  - (a) property in the possession of the insured for sale, storage, processing, safekeeping or repair;
  - (b) any person other than the named insured or his employees, while vehicles used in logging operations are being loaded or unloaded:
  - (c) timber while being felled or bucked; logs while being yarded or transported to loading point, or being loaded;

This endorsement is executed by the company stated in the declarations.

#### DEDUCTIBLE

- 4. \$250.00 shall be deducted from the total amount of all sums for which the insured shall be held liable for property damage (other than automobile) on account of each occurrence causing injury or damage to any vehicle (including its trailer) used in logging operations and arising out of the loading and unloading of such vehicles by or on behalf of the insured, provided that:
  - (a) the company shall be liable only for the difference between such deductible amount and the limit of the company's liability for each occurrence;
  - (b) the company, may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company,
  - (c) the terms of the policy apply irrespective of the application of the deductible amount;

#### WARRANTIES

- 5. the insured warrants that:
  - (a) slash shall be burned only at such times and under such conditions as the proper state or federal officials may approve, direct or provide;
  - (b) all felling and bucking of timber, the operation of logging equipment (other than operations of the equipment while being used in road building operations or the operation of trucks or logging railroads) and the loading and unloading of logs shall be completely suspended at all times when such suspensions are directed by the proper state or federal officials;
- A breach of the above warranties shall render the insurance afforded hereunder null and void for the period of the breach, unless such breach is beyond the control of the insured.

W D HAMMERSLA SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED.

INSURED

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RESIDENT LICENSEE AGENT

(Policy or Bond is issued by the company designated by initial)



This agreement modifies such insurance as is afforded by the provisions of the policy relating to Automobile Insurance.

SAFECO Insurance Company of America - As Insurer

It is agreed that SAFECO Insurance Company of America shall replace General Insurance Company of America as the insurer for all insurance provided in this policy for the automobile hazard.

SAFECO Insurance Company of America

GORDON H. SWEANY, PRESIDENT

W D. HAMMERSLA, SECRETARY

General Insurance Company of America

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GORDON H. SWEANY, PRESIDENT

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W.D HAMMERSLA, SECRETARY

#### COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

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PRINTED IN U.S.A.



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This endorsement is executed by the	PORTLAI	ID, OREG	ON	tinto I		LE.		
This endorsement is executed by the	PORTLAI	ID, OREG	ON	timin t		RES.	Inda A.	Loveon
Hammersla W. D. HAMMERSLA, SECRETARY	PORTLAI e company stated in	the declara	ON	Sanda I		LE:	Inda F. GORDON H. S	Swort WEANY, PRESIDENT
MAD Hammer Sla  W. D. HAMMERSLA, SECRETARY  MAPLETE THE FOLLOWING IF NOT ATTACHED	PORTLAI e company stated in	the declara	ON	UNE ARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN	GORDON H. S  NEW IFULL TERM PREMIUM	ADDITIONAL
W.D. HAMMERSLA, SECRETARY  OMPLETE THE FOLLOWING IF NOT ATTACHED  INDORSEMENT  FFECTIVE  (at the	PORTLAI  c company stated in  TO POLICY WHEN POLICY	the declara	ctions.	UNEARNED SR/PR	(FULL TERM)	RETURN PREMIUM	NEW (FULL TERM	ADDITIONAL
M. D. HAMMERSLA, SECRETARY  DMPLETE THE FOLLOWING IF NOT ATTACHED  INDORSEMENT FFECTIVE OLICY OR BOND UMBER OFFI	PORTLAI  e company stated in  TO POLICY WHEN POLICY  e hour of day stated in the policice	the declara	ctions.	UNEARNED SR/PR	(FULL TERM)	PREMIUM	NEW (FULL TERM PREMIUM	ADDITIONAL PREMIUM
W. D. HAMMERSLA, SECRETARY  OMPLETE THE FOLLOWING IF NOT ATTACHED  INDURED  INDURED	e company stated in  TO POLICY WHEN POLICY  To Policy when policy  to bour of day stated in the policy  CCC  CCC  CCT  SER	the declara	ctions.	UNEARNED SR/PR	(FULL TERM)	PREMIUM	NEW (FULL TERM PREMIUM	ADDITIONAL PREMIUM

C.1024 R2 1/72 PRINTED IN U.S.A.

RESIDENT LICENSED AGENT



		This end	orsement is a	pplicable	e to all in	isurance a	fforded by	the policy:				
		PRI	OR NOTICE	Е ТО О	THERS	OF CA	NCELLAT	ION				
It is agreed	that in the event of c	ancellation, o	r reduction in	the lim	nits of lial	bility of th	nis insuranc	e, <b>10</b>				day
	n notice shall be give		ROBERTS	COM	SOI IN	ATEN !	MDHSTD	EC INC				
prior writte	n notice shall be give	n to	2501 WE	ST 2	6TH S		HESTER IN	best g. F. 1914.		N		
			P.O. BO VANCOUV			NCTON	08660				•	
			17810000	Ling	101111	HOIDH	30000					
						•						
							•					
								1323				
							ئب. -	-45				
<b>-</b>		41			ations							
This endors	sement is executed by	y the compan	y stated in the	e deciara	diforis.				0		0	
Th)	Vammers	la							Ind	m 98.	Suca	uy
COMPLETE THE	W D HAMMERSLA, SECRETA		WHEN POLICY IS IS	SUED:					1	30RDON H SWE	EANY, PRESIDENT	1
INSURED				COVER	CLASS OR CODE	UNEARNED SR/PR	OLD (FULL TERM)	RETURN PREMIUM	T	NEW (FULL TERM)	ADDITIONAL PREMIUM	
ENDORSEMENT				701	OII CODE	FACTOR	PREMIUM			PREMIUM		-
POLICY OR BOND NUMBER		SERVICE OFFICE	tated in the policy)				\$	\$		\$	s	
POLICY EXP. DATE		MPP ACCT. NUMBER										
ENDORSEMENT NUMBER		TYPING DATE										
S = SAFECO IN: G = GENERAL I F = FIRST NAT	SURANCE COMPANY OF AMERICANSURANCE COMPANY OF AMERICANSURANCE COMPANY OF AMERICANAL INSURANCE COMPANY Object is a signal to issued by the company designal	FAMERICA					TOTALS GROSS					
	,											

RESIDENT LICENISID AGENT

# MARSH & McLennan. Inc.

INSURANCE

1100 GEORGIA-PACIFIC BUILDING PORTLAND, OREGON 97204

April 20, 1973

Weyerhaeuser Company Box C Tacoms, Washington

INSURED: LINHTON PLYWOOD COMPANY

COMPANY: GENERAL INS. CO.

POLICY # CP 383478

Here is evidence of insurance required for this insured:

				XX			Certificate of Insurance
Continues	coverage	of	CP	276891	expiring	4/23/73	Timber Sale #33289 Loss Payable Clause
							Prior Notice of Cancellation
							Other
							Bv

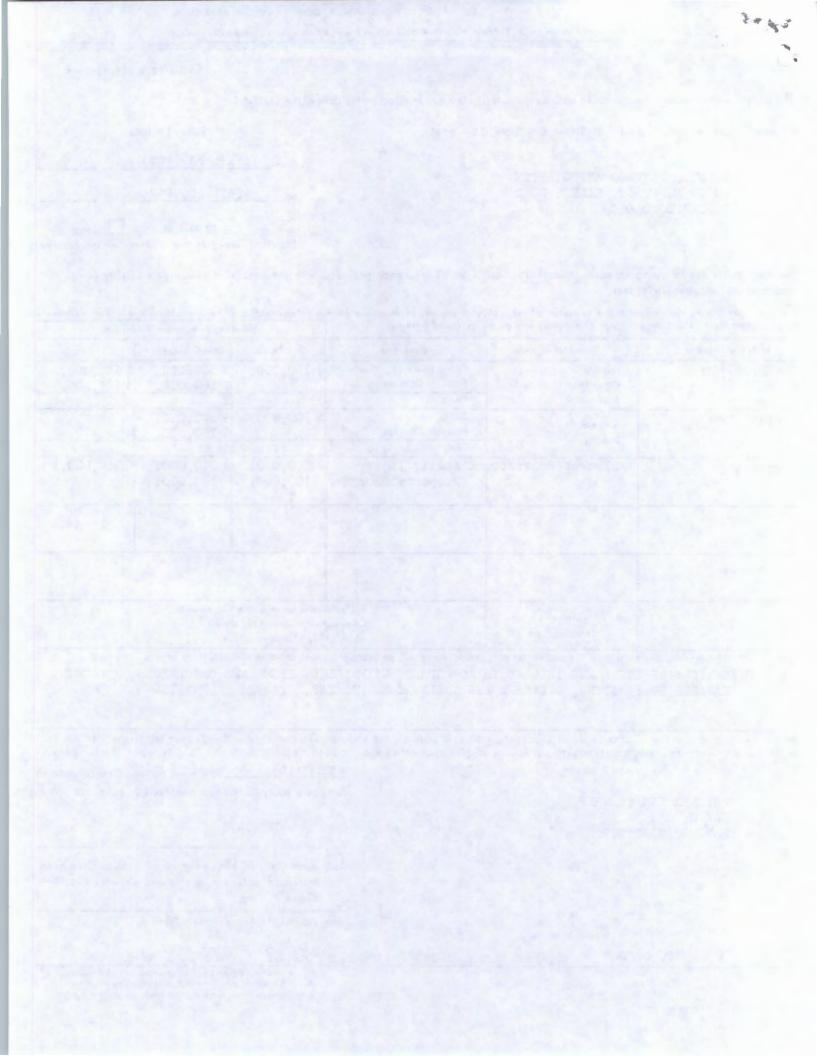
Copy to:



C./e \*\*\* \*/+0 t=21HD B1 95 A

Home Office, 4347 Brooklyn Ave. N. E., Seattle, Washington 98105 (A Stock Insurance Company werein called the company)

•	•			Certificate	of Insurance
The company certifies that t	he insurance policies indicat	ed below are in effect on the d	ate of this certifica	ite	•
Name of Insured and Moilir	ng Address(Street, City, State	, ZIP Code)		Policy Perio	d:
Г			fromAPRIL 23, 1973		
	YWOOD ASSOCIATION		. from A	1112 23, 1973	
	. ST. HELENS ROAD		toAl	PRIL 23, 1976	
PORTLAND,	OLEGON .				<b>—</b>
L		a <b></b>		I 12:01 A.M. Time, of the addr	Noon ess of the insured
For each policy the following maximum amount poyoble f		sic type of insurance provide	ed with the limit	of the insurer's l	iability or
This certificate is only a statem amends, extends or alters the	nent of the existence of the po coverage afforded by any po	plicy or policies of insurance her licy described herein.		nd neither affirmati of Liability or Amount of C	
Policy Number	Type of Insurance	Coverage	One Person	One Occurrence	Aggregate
CP383478	Liability	Bodily Injury	\$:100,000.	\$ 300,000.	\$ 300,000.
	Other Thon	Property Damage		\$ 100,000.	s 100,000.
	Automobile	Combined  Bodily Injury	5 100 000	5 200 000	
CP383478	Automobile	Property Damage	\$ 100,000.	\$ 300,000. \$ 100,000.	}
	Liability	Combined		\$	
CP383478	Blanket Contract	cual Bodily Injury	100,000.	300,000.	300,000.
•		Property Damage	100,000.	100,000.	
	·				
:	•				
	Workmen's	1	to the terms of the		
	Compensation		nsation laws of the		
Location of rick covered or	•	contract covered, or description	policy affords covere		envasad.
ALL OPERATIONS OF	THE NAMED INSURED 1	IN ACCORDANCE WITH POL AND UNDERGROUND HAZA	LICY TERMS A	•	
		n of, said policies, the unders			
Certificate is issued to: Nan		to give such notice shall imp	TEN (10)		
		7 -		aay prior notic s been endorsed	e of concellation to
WEYERHAUSEI BOX C	COLEANY	561		. •	to poncy (45./3).
TACOMA, WAS	SHIKGTON		CP3834	.78 *	
	;			box — limits of l	•
1		i <u> </u>	obove.		
<u> </u>		_ Ar	ny stolement on re	verse side is void.	
Doted PONTLAND, C	NICON on APRIL	. 20, 1973 By	H.Cl	JTE COMPANY	DE ANTO CA
				HANCE COMPANY HANCE COMPANY	



# MARSH & MCLENNAN. INC. OF OREGON INSURANCE

1100 GEORGIA-PACIFIC BUILDING PORTLAND, OREGON 97204

April 20 1973

State of Washington Department of Natural Resources P. O. Box 168 Olympia, Washington 98501

INSURED: LIBITON PRYWOOD ASSOCIATION COMPANY: GENERAL INSURANCE COMPANY POLICY # CP 383478

Effective 4/23/73.)

Loss Payable Clause

Prior Notice of Cancellation
Other

Ву

Copy to: Linaton Plywood Association /

Timber Bill's of Sale No. 33325

33289

Here is evidence of insurance required for this insured:

31077

34061

34067

34064

#### . CERTIFICATE OF INSURANCE

	GENERAL INSURANCE			Company OF AMERICA		
			APRIL 23, 1973	Da	ite Effective	
This is to certify to the Box 168, Olympia, Washing insurance policies, issue	ton 98501,	that on the	above date the	following	described	
	DES	CRIPTIVE SC	HEDULE	•		
Name of Insured	LIENTON P	LYWOOD ASSOC	CIATION			
Address of Insured	10504 N.	W. ST. HELEN	VS_ROAD		•	
	PORTLAND,	OREGON 972	31			
The policy or policies in	sure all lia	bility, inc	luding liabilit	y assumed	under written	
Timber Bill of Sale No	33325 ·	_ in connec	tion with (	14 ACRES C	OF SECTION 22,	
COWLITZ COUNTY, WASHINGTON	Agreeme	nt No	; a d	opy of whi	ch has been	
furnished to the undersign	ned insuranc	e company)	(south tout	LE DEER CRE	EK	
Easer	ment). The	policy incl	udes coverage f	or x, c, a	nd u hazards.	
Types of Insurance:		:				
Name of Courses	Policy	Effective		Limits of		
Name of Coverage Public Liability - Bodily	Number CP383478	<u>Date</u> 4-23-73	Date 4-23-76	Sign con	each person	
Injury (not Auto)	01303470		4-23-76	¥ 100,000		
Incl. Products Liability		· · · · · · · · · · · · · · · · · · ·			each occurrence	
Public Liability - Propert Damage (not Auto)	ty CP3E3478	4-23-73	4-23-76	\$ 100,000	each occurrence	
Incl. Products Liability		· i		\$ 100,000	aggregate	
Automobile - Bodily	CP383478	4-23-73	4-23-76	\$ 100,000	each person	
Injury				\$ 300,000	each occurrence	
Automobile - Property Damage	CP383478	4-23-73.	4-23-76	\$ 100,000	each occurrence	
BLANKET CONTRACTUAL Bodil Injury Property Doma	y CP3S3478	4-23-73	4-23-76		EACH OCCURRENCE Each Occurrence	
The Company shall notify to any cancellation or recognized insurance company BY: MARSH & McLENNAN, INC.  Approprized depresentative	duction of t OF AMERICA . OF WASHING	he limits or	o the policy or GENERAL INSURAN BY: MARSH & MA	policies. NCE COMPANY CLEMNAY, IN REGOLU	:	
		Aut	thorized Repres	entative		
٤			1100 GEODGIA. PA	CIFIC EUII	מוות	
-		Addre	<u>PORTI MID, OPFO</u> SSS	97203		

## MARSH & McLENNAN. INC.

INSURANCE

1100 GEORGIA-PACIFIC BUILDING PORTLAND, OREGON 97204

April 20 1973

State of Washington Department of Natural Resources P. O. Box 168 Olympia, Washington 98501

INSURED: LINETON PRYWOOD ASSOCIATION COMPANY: GENERAL INSURANCE COMPANY POLICY # CP 383478

Here is evidence of insurance required for this insured:

IX (Continued Coverage of Policy No. CF276891	Certificate of Insurance
Effective 4/23/73.)	Loss Payable Clause
	Prior Notice of Cancellation
	Other
	Ву

Copy to: Limnton Plywood Association /

Timber Bill's of Sale No. 33325

33289

31077

34061

34067

34064

#### CERTIFICATE OF LUSURANCE

	GENERAL INSURANCE			Company OF AMERICA		
		.A.	PRIL 23, 1973	Da	ate Effective	
This is to certify to the Box 168, Olympia, Washing Insurance policies, issued	ton 98501,	that on the a	bove date the	following	described	
	DE	SCRIPTIVE SCH	EDULE	•		
Name of Insured	LIENTON E	LYWOOD ASSOC	IATION		·	
Address of Insured	10504 N.	W. ST. HELENS	ROAD		•	
	PORTLAND,	OREGON 9723	L			
The policy or policies ins	ure all lia	ability, incl	uding liabili	ty assumed	under written	
Timber Bill of Sale No	33325 ·	in connect	ion with (	14 ACRES	OF SECTION 22,	
COWLITZ COUNTY, VASHINGTON	Agreeme	ent No	; a	copy of whi	ch has been	
furnished to the undersign			•			
Easem	ent). The	policy inclu	des coverage	for x, c, a	nd u hazards.	
Types of Insurance:						
Name of Courses	Policy	Effective	Expiration			
Name of Coverage Public Liability - Bodily	Number CP383478	Date 4-23-73	<u>Date</u> 4-23-76	S 100 000	each person	
Injury (not Auto)	01303470	- 23 /3	4-23-70	-		
Incl. Products Liability				\$ 300,000	each occurrence	
Public Liability - Propert Damage (not Auto)	y CP3S3478	•	4-23-76	\$ 100,000	each occurrence	
Incl. Products Liability		· i		\$ 100,000	aggregate	
Automobile - Bodily	CP383478	4-23-73	4-23-76	\$ 100,000	each person	
Injury				\$ 300,000	each occurrence	
Automobile - Property Damage	CP383478	4-23-73	4-23-76	\$ 100,000	each occurrence	
BLANKET CONTRACTUAL Injury Property Dames	CP3S3478	4-23-73	4-23-76		EACH OCCURRENCE Each Occurrence	
The Company shall notify to any cancellation or red GENERAL INSURANCE COMPANY COMPANY COMPANY MARSH & McLEMMAN, INC.	uction of t OF AMERICA	he limits on Grow B	the policy or ENERAL INSURAN Y: MARSH & M	policies.  NCE COMPANY CLEMIAN, IN RECOU	ć	
÷			100 GEODGIA P CATI WID, OPPOS S		DING	

Company OF AMERICA

GENERAL INSURANCE

		APRIL	. 23, 1973	Da	ate Effective
This is to certify to the Box 168, Olympia, Washings insurance policies, issued	ton 98501, tl	hat on the a	bove date the	following	described
	DESC	CRIPTIVE SCH	EDULE		
Name of Insured LI	NNTON PLYWOO	D ASSOCIATIO	N		
Address of Insured 10	504 N. W. ST	. HELENS ROA	D		
P0:	RTLAND, OREG	ON 97231			
The policy or policies ins	ure all liab	oility, incl	uding liabilit	y assumed	under written
Timber Bill of Sale No. 3	3289	in connect	ion with (_110	ACRES LOC	CATED IN
COWLITZ COUNTY, WASHINGTON	Agreeman	t No	; a c	opy of whi	ch has been
furnished to the undersign	ed insurance	company) (	WEYERHAEUSER	COMPANY	
Easem	ent). The p	olicy inclu	des coverage f	or x, c, a	nd u hazards.
Types of Insurance:					
Name of Coverage	Policy Number	Effective Date	Expiration Date	Limits of Liability	
Public Liability - Bodily		4-23-73	4-23-76		each person
Injury (not Auto)				. 100,000	•
Incl. Products Liability					each occurrence
Public Liability - Propert	y CP353478	4-23-73	4-23-76	\$ 100,000	each occurrence
Damage (not Auto)					
Incl. Products Liability	-CP383478	4-23-73	4-23-76		aggregate
Automobile - Bodily	CF303476	4-23-73	4-23-76		each person
Injury Automobile - Property	GD202/70	/ 00 70			each occurrence
Damage	CP383478	4-23-73	4-23-76	3 100,000	each occurrence
BLANKET CONTRACTUAL Injury Property Dame	CP383478	4-23-73	4-23-76	\$ 300,000	EACH COCURRENCE Each Occurrence
The Company shall notify to any cancellation or red					en days prior
0 0 2 4	OF AMERICA D. OF WASHING	TON B	ENERAL INSURAN Y: MARSH & MO OF ORE	LENNAN, IN	OF AMERICA C. GGOGGGY
Authorized Representative		Ву	21.61.5	Misen	
• •		Auth	orized Repres	entativ <b>e</b>	
		1	NOO CEODOTA DA		מיידמ
÷			100 CEORGIA PA	المرازية المرازية	

Address

General I	nsurance	Company	of	America	Company
-----------	----------	---------	----	---------	---------

APRIL 23, 1973

Date Effective

This is to certify to t Box 168, Olympia, Washi insurance policies, iss	ngton 98501,	that on the a	bove date th	
	DE	SCRIPTIVE SCH	EDULE.	
Name of Insured	•	LINNTON PLYWO	OD ASSOCIATI	ON
Address of Insured	1	0504 N. W. S.	r. HELENS ROA	D
	P	ORTLAND, ORE	GON 97231 ·	
				ity assumed under written
Timber Bill of Sale No. SECTION 16, TOWNSHIP 7 N	34061 ORTH, RANGE	in connect	ion with (Pa	rt SWł, part Wł SEł of
B EAST, VM.	Agreem	ent No	; a	copy of which has been
furnished to the unders	igned insuranc	ce company) (	Weyerhae	user Company No. 12
Eas	sement). The	policy inclu	des coverage	for x, c, and u hazards.
Types of Insurance:			·	
	Policy	Effective	Expiration	
Name of Coverage Public Liability - Bodi	Number	Date	Date	\$ 100,000, each person.
Injury (not Auto)	Y CP 383478	4-23-73	4-23-76	\$ 100,000. each person.
Incl. Products Liability	,			\$ 300,000. each occurrence
Public Liability - Prope	erty "	61	11	\$100,000. each occurrence
Damage (not Auto)	•			
Incl. Products Liability	/			\$100,000. accredate
Automobile - Bodily		••	**	\$ 100,000. each person
Injury Automobile - Property	18			\$ 300,000. each occurrence \$ 100,000. each occurrence
Damage				\$ 100,000, each occurrence
BLANKET CONTRACTUAL Bodi	ly "	11	11	\$300,000. each occurrence
	Ey Damage			100,000. each occurrence
The Company shall notify to any cancellation or r				n writing ten days prior or policies.
GENERAL INSURANCE COMPAN BY: (MARSH & MCLERNAX, II	NC. OF WASHING	TON	GENERAL INSUI	EXMAN, ING., OF OREGON
Archorized Representative		. ByAut	horized Repre	
		11	OO GEORGIA-PA	ACIFIC BUILDING
		PO Addre:	RTLAND, OREGO	ON 9/204
<del>-</del>				

#### General Insurance Company of America Company

April 23, 1973

Date Effective

This is to certify to the Box 168, Olympia, Washing Insurance policies, issue	ton 98501, t	that on th	ne above date		
•	DES	CRIPTIVE	SCHEDULE	•	
Name of Insured	LINN	TON PLYW	OD ASSOCIATIO	Nes-	_
			,		
Address of Insured	1050	04 N. W. S	St. Helens Roa	d	
	Port	land, Ore	egon 97231		_
The policy or policies in	súre all lia	bility, i	ncluding liab	ility assumed under written	
Timber Bill of Sale No Unit #1-SU\ NW part NW\ NE\ SU\ of Sect.26,T9N,R3	SW2, Unit#2	, part Ni	t, right of w	52 acres in Cowlitz County ay on parts of SW\(\frac{1}{2}\) NE\(\frac{1}{2}\), SE\(\frac{1}{2}\) a copy of which has been	NW
furnished to the undersig	ned insuranc	e company	) ( Weyer	haeuser Company No. 18	
Ease	ment). The	policy in	cludes coverag	ge for x, c, and u hazards.	
Types of Insurance:					
Types of Thisdrance.	Policy	Effecti	ve Expirati	on Limits of	<del></del> .
Name of Coverage	Number	Date	Date	Liability	
Public Liability - Bodily	CP383478	4-23-73	4-23-76	\$100,000 each person	
Injury (not Auto)			1	•	
Incl. Products Liability		n	11	\$300,000. each occurrence	e
Public Liability - Proper	ty "	и		\$100,000. each occurrence	e
Damage (not Auto)			<u>:</u>		٠
Incl. Products Liability	n	E#	. 11	\$100,000. aggregate	_
Automobile - Bodily	11	**	ï	\$100,000. each person	
Injury			·	\$300,000. each occurrence	<u>e</u>
Automobile - Property		••	••	\$ 100,000. each occurrence	e
Damage	- II		19	0000 000	-
BLANKET CONTRACTUAL-Bodily. Property				\$300,000. each occurrence 100,000. each occurrence	
					_
The Company shall notify to any cancellation or re GENERAL INSURANCE COMPANY BY: MASH & McLEMAN, IN Authorized Representative	OF AMERICA	TON By	GENERAL IMSU	RANCE / Company	
		Ād	1100 GEORGIA  PORTLAND, OR dress	-PACIFIC BLDG.	

# MARSH & McLENNAN. INC.

INSURANCE

1100 GEORGIA-PACIFIC BUILDING PORTLAND, OREGON 97204

April 20 1973

Roberts Consolidated Industries, Inc. 2501 West 26th Street P.O. Box 98 Vancouver, Washington 98660

INSURED: LINGTON PLYWOOD ASSOCIATION COMPANY: GENERAL INSURANCE COMPANY POLICY # EP 383478

Here is evidence of insurance required for this	insured:
Effective 4/23/73)	Certificate of Insurance
221601148 47237733	Loss Payable Clause
	Prior Notice of Cancellation
	Other
	Ву

Copy to:Limnton Plywood Association

S = SAFECO INSURANCE COMPANY OF AMERICA
G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE 4347 BROOKLYN AVE N.E., SEATTLE, WASHINGTON 98105

(Coverage is provided by the company designated by initial, a stock insurance company herein called the company)

### #2 MARSH & MC LENNAN, INC. OF OREGON 3 170 Certificate of Insurance

ne company certifies th	at the insurance polici	es indicated below o	are in effect on the do	ate of thi	s certificate		
Name of Insured and M	ailing Address (Street,	City, State, ZIP Code	e)			Policy Po	eriod:
	PLYWOOD ASSOCIATE		À	from			
	, OREGON 97231			to	APRIL 2	23, 19,	76
				Canada	_	2:01 A.N	Noon dress of the insured
	or loss.	xistence of the polic	y or policies of insur ded by any policy de	ed with to rance he escribed	the limit of trein referre herein.	the insu	rer's liability or maxi-
Dalia Alvahar	Type of Insurance	Coverage	One Person	imits of Lic	One Occurr		Aggregate
CP 383478	Liability Other Than	Bodily Injury Property Damage	\$ ;	\$	300,000	).	\$ 300,000. \$ 100,000.
	Automobile	Combined		\$			
CP 383478	Automobile Liability	Bodily Injury Property Damage	\$ 100,000.	\$	300,000		
	Coominy	Combined		\$			
	Property Insurance	Building(s)  Personal Property  Business Interruption	Perils Insui	red Again	st.	Coins. %	Limit of Liability
		Location:					
	Workmen's Compensation		•	ion laws of	the Workmen the state in overage.	's	
CERTIFICATE HOLD	OF THE NAMED IN	SURED IN ACCOR AN ADDITIONAL	DANCE WITH THE INSURED UNDER	POLIC THE 'V	Y TERMS	AND CO	NDITIONS ORM! END. TO TH
2501 WEST P.O. BOX	nis certificate is issued, Name and Address CONSOLIDATED IND T 26TH STREET 98	but failure to give s	such notice shall imp	ose no o	bligation n	or liabili y prior n	
			i i				of liability have been ns or work described
Dated of EA:BP:5 4-4-73	) on 4	April 20,	Mar		on reverse		of Oregon
	UII		\$	GENERAL !	SURANCE COM NSURANCE CO IONAL INSURA	MPANY OF	

The second of the second of the second

# MARSH & McLENNAN, INC.

INSURANCE

1100 GEORGIA-PACIFIC BUILDING PORTLAND, OREGON 97204

April 20 1973

Roberts Consolidated Industries, Inc. 2501 West 26th Street P.O. Box 98 Vancouver, Washington 98660

INSURED: LIMITON PLYWOOD ASSOCIATION COMPANY: GENERAL INSURANCE COMPANY POLICY # EP 383478

here is evidence of insurance required for this	insured:
Effective 4/23/73)	Certificate of Insurance
	Loss Payable Clause
	Prior Notice of Cancellation
	Other
	Ву

Copy to:Limnton Plywood Association



S = SAFECO INSURANCE COMPANY OF AMERICA
G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE 4347 BROOKLYN AVE N.E., SEATTLE, WASHINGTON 98105

(Coverage is provided by the company designated by initial, a stock insurance company herein called the company)

Policy Period:

### MARSH & MC LENNAN, INC. OF OREGON 3 170 Certificate of Insurance

Name of Insured and Mailing Address (Street, City, State, ZIP Code)

ne company certifies that the insurance policies indicated below are in effect on the date of this certificate.

10504 N.W.	WOOD ASSOCIAT ST. HELENS RO REGON 97231			ı	fr	om	APRIL 2		
		tos the basis time a					dard Time, at		dress of the insured
For each policy the following mum amount payable for lo  This certificate is only a nor negatively amends,	ss. statement of the ex	cistence of the polic	y or p	policies of in	surance	he	erein referred		
					Limits o	of Lic	ability or Amour		rage
Policy Number	Type of Insurance	Coverage	-	One Person	·	_	One Occurrer		Aggregate
CP 383478	Liability Other Than	Bodily Injury Property Damage	\$		ł	\$ \$	300,000.		\$ 300,000. \$ 100,000.
	Automabile	Combined				\$			
CP 383478	Automobile Liability	Bodily Injury Property Damage	\$	100,000.		\$ \$	300,000.		
		Combined				\$			
				Perils Ir	nsured Ag	ain	st	Coins. %	Limit of Liability
	Property	Building(s)							
	Insurance	Personal Property							
	-	Business Interruption							
		Locotion:							
	Workmen's Compensation			Compen		vs o	the Workmen's the state in overage.		
Location of risk covered, or  ALL OPERATIONS OF CERTIFICATE HOLDER	THE NAMED IN	SURED IN ACCOR	RDANG	CE WITH TH	HE POL	.10	Y TERMS A	ND CO	ND IT I ONS
2501 WEST 2 P.O. BOX 98	ertificate is issued, ne and Address SOLIDATED INDU 6TH STREET	but failure to give s		notice shall in	npose n	000	obligation no	or liabili prior n	
					increc above	osed e.	d only for a	peratio	of liability have been
Dated at EA:BP:5 4-4-73	on_&	april 20,	197	M.ē			on reverse s McLenna		of Oregon
CF 781 5:72		<i>'</i>			GENER	AL	ISURANCE COMP INSURANCE COM TIONAL INSURAN	PANY OF	

The second second second second

# MARSH & MCLENNAN. INC. OF OREGON INSURANCE

1100 GEORGIA-PACIFIC BUILDING PORTLAND, OREGON 97204

April 20 1973

Weyerhaeuser Company Box C Tacoma, Washington 98104

INSURED: LINNTON PLYWOOD ASSOCIATION COMPANY: GENERAL INSURANCE COMPANY POLICY # CP 383478

Here is evidence of insurance required for this insured:

XX (Continuous Coverage of Policy No. CP276891	Certificate of Insurance
Effective 4/23/73)	Loss Payable Clause
	Prior Notice of Cancellation
	Other
	Ву

Copy to: Linnton Plywood Association





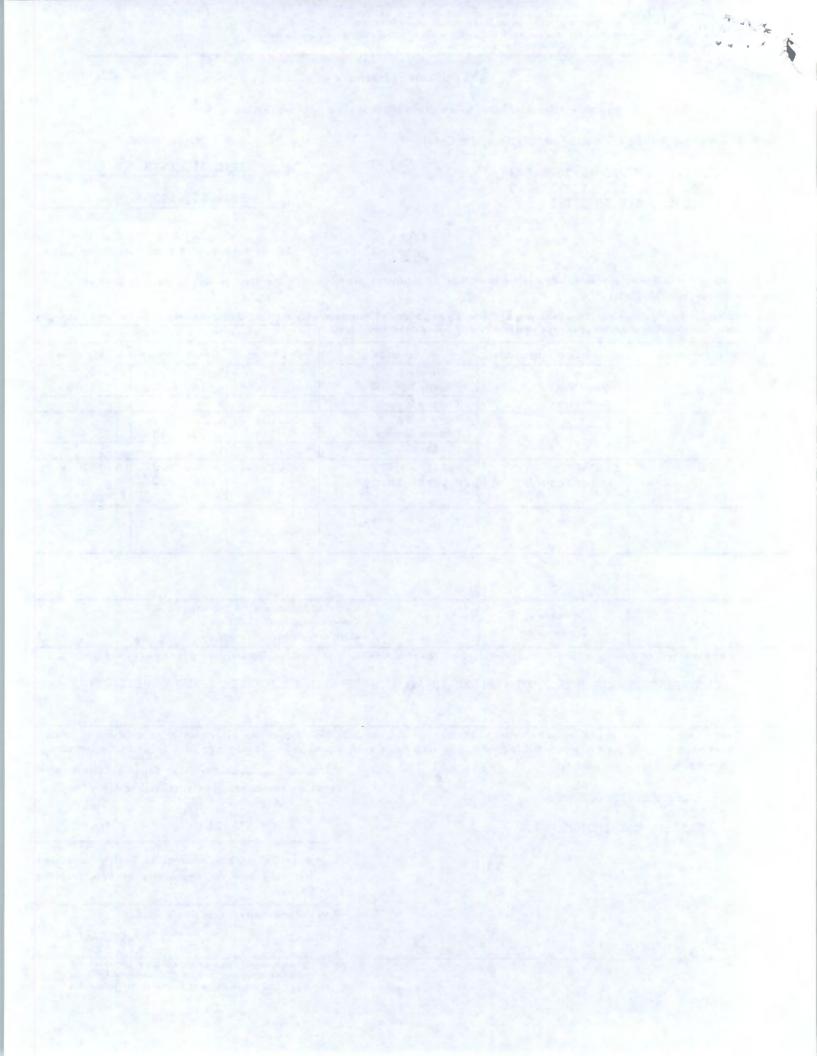
## G G GENERAL INSURANCE COMPANY OF AMERICA F FIRST NATIONAL INSURANCE COMPANY OF AMERICA Home Office 4347 Brooklyn Ave. N.E., Seattle, Washington 98105 (Each a Stock Insurance Company)

(Coverage is provided by the company designated by initial)

### Certificate of Insurance

te company certifies that the insurance policies indicated below are in effect on the date of this certificate.

	·				
Name of Insured and Mai	ling Address (Street, City, State	, ZIP Code)		Policy Period	d:
T TANTON PI	LYWOOD ASSOCIATION	٦	from APR	IL 23, 1973	
	W. ST. HELENS ROAD				
PORTLAND,	OREGON 97231		toAPR	IL 23, 1976	
			ſ	X 12:01 A.M.	Noon
L			_		ess of the insured
	wing schedule indicates the ba	sic type of insurance provid	ded with the limit	of the insurer's l	iobility or
maximum amount payable	e for loss. statement of the existence of the				
tively amends, extends o	ralters the coverage afforded b	y any policy described herei	n. Limits of	of Liability or Amount of C	
Policy Number	Type of Insurance	Coverage	One Person	One Occurrence	Aggregate
	Liability	Bodily Injury	\$:	\$ 300,000.	\$ 300,000.
CP 383478	Other Than	Property Damage		\$ 100,000.	\$ 100,000.
000470	Automobile	Combined	100.000	5	
CP 383478	Autamobile	Bodily Injury Property Damage	\$ 100,000.	\$ 300,000.	
	Liobility	Combined		S 200,000:	
CP 383478	Blanket	Bodily Injury	100,000.	300,000.	300,000.
	Contractual	Property Damage		100,000.	
		•			
	Workmen's	· ·	ct to the terms of the		
	Campensation		ensation laws of the a policy affords covera		
Location of risk covered, a	or description of automobile or	. 1			covered:
ALL OPERAT	IONS OF THE NAMED INS	URED IN ACCORDANCE W	ITH POLICY TE	RMS AND COND	ITIONS.
In the event of any mate	erial change in, or cancellatio	n of, said policies, the under	rsigned company w	ill endeavor to g	ive written notice
	certificate is issued, but failure			nor liability up	on the company.
Certificate is issued to: N	ame and Address	٦ -	en (10)		e of cancellation to
MEYERRA	EUSER COMPANY	1 ce	ertificate holder has	s been endorsed	to policy No.(s):
BOX C					
TACOMA,	WASHINGTON 98104		CP 383	478	
		Ī	If on "x" in	box - limits of l	liability have been
•		•			or work described
1		1	above.		
L			ny statement on re	verse side is void.	
 Dated			MARSH 1 Malan	MAN, INC. OF	CRECON
at PORTLAND, CAE	OON on APAIL	20, 1973	у		
			FIRST NATIONAL	PANCE COMPANY NSURANCE COMPAN IANCE COMPANY	Y OF AMERICA



### MARSH & McLennan. Inc. OF OREGON INSURANCE

1100 GEORGIA-PACIFIC BUILDING PORTLAND, OREGON 97204

April 20 1973

City of Portland Oregon Office of City Auditor City Hall Portland, Oregon

INSURED: Linnton Plywood Association COMPANY: General Insurance Company POLICY # CP 383478

Here is evidence of insurance required for this insured:

Effective 4/23/73.)	of Certificate of Insurance
	Loss Payable Clause
	Prior Notice of Cancellation
	Other
	Ву

Copy to: Linnton Plywood Association

STATE OF THE PERSON OF THE PER

207 (01)

- strong form

A CONTRACT OF A PART COLOR OF THE PART COLOR OF

at the product of the second of the



G - GENERAL INSURANCE COMPANY OF AMERICA F - FIRST NATIONAL INSURANCE COMPANY OF AMERICA HOME OFFICE 4347 BROOKLYN AVE N.E. SEATTLE WASHINGTON 98105

(Coverage is provided by the company designated by initial, a stock insurance Lompany herein called the company)

### #2 MARSH & MC LENNAN, INC. OF OREGON 3 170 Certificate of Insurance

ie company certifies that the insurance policies indicated below are in effect on the date of this certificate.

Name of Insured and Moil	ing Address (Street,	City, State, ZIP Cod	e)				Policy Pe	rio	d:
Γ			٦	,		APRI	L 23,	19	73
LINNTON PLY 10504 N.W. PORTLAND, O			t i	rom	1	L 23,			
,	, , , , , , , , , , , , , , , , , , ,			S	tan		:01 A.M t the add		☐ Noan s of the insured
For each policy the follow mum amount payable for l This certificate is only a nor negatively amends	oss. I statement of the ex	cistence of the polic	y ar policies of in	surance	e he	erein referred			
				Limits	of Li	ability or Amou		age	
Policy Number  CP 383478	Type of Insurance Liability Other Than	Coverage  Bodily Injury  Property Damage	One Person	i	ŀ	One Occurre 300,000. 100,000.	nce	\$	Aggregate 300,000. 100,000.
	Automabile	Combined			\$	,			100,000.
CP 383478	Automobile Liability	Badily Injury Property Damage	\$ 100,000.		\$ \$	300,000. 100,000.			·
	,	Combined			\$_				
			Perils	nsured A	goin	st	Coins. %		Limit of Liability
		Building(s)							
	Property								
	insurance	Personal Property							
		Rusinass (atassunting							
		Business Interruption							
		Location:							
	Workmen's Compensation		Comper	sation la	ws o	f the Warkmen's of the state in coverage.	i		
Locotion of risk covered, o THE CITY (	r description of auto DF PORTLAND IS							ons	or work covered:
(SEE AMEND.	OF THE INSURE	ING ON REVERSE							
	TO THIS POLICY.		- aliaiaa Alaaada.					+0	nive written notice
In the event of any materi to the party to whom this Certificate is issued to: Nar	certificate is issued,					obligation no	or liabilit	y u	
Γ.			cert		nolo	,			policy No.(s):
CITY OF PORT OFFICE OF CO PORTLAND, OF		CITY HALL							
TORTEMED, O.	(2001)	•							
					ase				ability have been or work described
			An	, statem	nent	on reverse s	ide is vo	id.	
Dated			M/	RSH &	M	cLEMNAN,	KKC. O	F	OREGON
ot <u>EA:BP:5 4-4-73</u>	on		Ву_	-7	-	C1. A	n-en	1	/
				GENER	JAF	ISURANCE COMP INSURANCE CON TIONAL INSURAN	PANY OF	AME	RICA

"Without prejudice to coverage otherwise existing herein, the City of Portland and all other governmental bodies having jurisdiction in the area, their officers and employees are included as additional insureds under this policy as to any claim or claims for injury to person, including death, or damage to property, resulting from or growing out of the operations of the named insured under contract with the City of Portland for furnishing and delivering LANDFILL COVER MATERIAL f.o.b. St. Johns Fill, 9360 N. Swift Blvd., Portland, Oregon for the Division of Refuse Disposal, Department of Public Works of City, in accordance with the specifications cited in said contract, during the period from date of said contract through December 31, 1973.

It is understood and agreed that this policy shall not terminate or be cancelled prior to completion of said contract without first giving thirty (30) days' written notice of intenation to cancel or terminate said policy to the Auditor of the City of Portland.

Notwithstanding the naming of additional insureds, the policy shall protect each insured in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured."

## MARSH & McLENNAN. INC.

INSURANCE

1100 GEORGIA-PACIFIC BUILDING PORTLAND, OREGON 97204

April 20 1973

The Burlington Northern, Inc. 1101 N.W. Hoyt Street Portland, Oregon 97207

INSURED: LINNTON FLYWOOD ASSOCIATION
COMPANY: THE GENERAL INSURANCE COMPANY
POLICY # CP 383478

Here is evidence of insurance required for this insured:

XX (Continuous Coverage of Policy No. CP 276891 | Certificate of Insurance |

Loss Payable Clause |

Prior Notice of Cancellation |

Other |

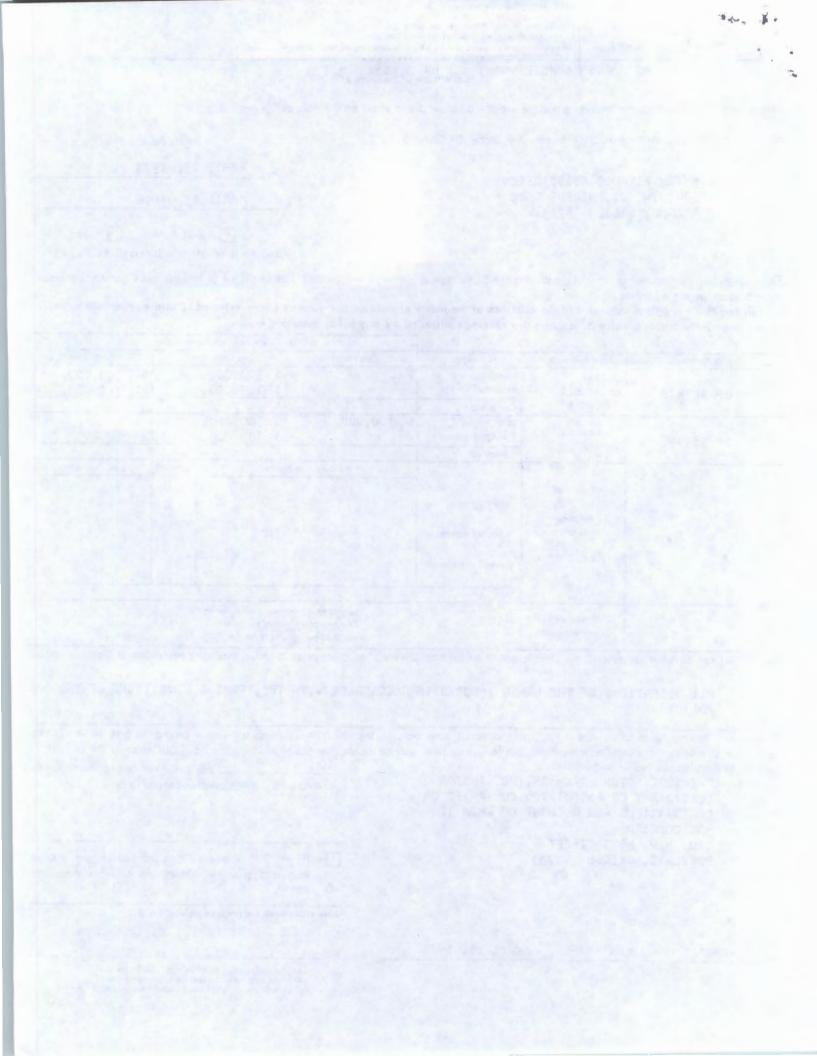
By |

Copy to: Linnton Plywood Association

S = SAFECO INSURANCE COMPANY OF AMERICA
G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE 4347 BROOKLYN AVE. N.E., SEATTLE, WASHINGTON 98105
(Coverage is provided by the company designated by initial, a stock insurance company herein called the company)

### #2 MARSH & MC LENNAN, INC. OF OREGON 3 170

the company certifies that	the insurance palici	es indicated below	are in effect on	the date of t	his certificate	÷.		
Name of Insured and Mail	ing Address (Street,	City, State, ZIP Cod	e)			Policy	Period:	
10504 N.W.	YWOOD ASSOCIATE		٦	fror	APRIL APRIL			
For each policy the follow	OREGON 97231	tes the basic type o	of insurance pr		ndard Time,		ddress of th	
num amount payable for l This certificate is only o nor negatively amends	statement of the e		· · · · · · · · · · · · · · · · · · ·	icy described	herein.			affirmatively
Deline No series	1 7 (1	1 6	One Pers		iobility or Amoi			
Policy Number  CP 383478	Liability Other Than Automobile	Coverage Bodily Injury Property Damage	\$	; \$ \$	300,000 100,000		\$ 300	0,000. 0,000.
CP 383478	Automobile Liability	Bodily Injury Property Damage	\$ 100,000	5	300,000.			
		Combined		\$				
	Property Insurance	Building(s)  Personal Property  Business Interruptian	Per	ils Insured Agoi	nst	Coins.	% Limit	of Liability
	Warkmen's Compensation	Location:	Com	ect to the terms of pensatian laws h policy affords		`s		
ocation of risk covered, o  ALL OPERAT POLICY	r description of auto		•					
SUBSIDIARY CORPORATION MAY CONCERNION N.W. N	certificate is issued, me and Address GTON NORTHERN, OR ASSOCIATED NS FOR ACCOUNT	INC. AND/OR COMPANIES OR	such notice shal	Il impose no 10 ertificate hol	obligation nda der has been x in box	nor liab ny prior n endors - limits	ility upon to notice of co sed to police of liability	he company. ancellation to y No.(s): y have been
Dated			7	obove.	ed only for at on reverse: McLENNAN	side is v	oid.	
PORTLAND, ORE	GON on A	PRIL 20, 1973		GENERAL	NSURANCE COM INSURANCE CO ITIONAL INSURA	MPANY O	F AMERICA	, RICA



## MARSH & MCLENNAN. INC.

INSURANCE

1100 GEORGIA-PACIFIC BUILDING PORTLAND, OREGON 97204

April 20 1973

Weyerhaeuser Company P.O. Box 1139 Longview, Washington

# INSURED:LINNTON PLYWOOD ASSOCIATION COMPANY:GENERAL INSURANCE COMPANY POLICY # CP 383478

Here is evidence of insurance required for this insured:

XX (Continuous Coverage of Policy No. 3P 276891 Effective 4/23/73)	Certificate of Insurance
	Loss Payable Clause
	Prior Notice of Cancellation
	Other
	Ву

Copy to: Linnton Plywood Association

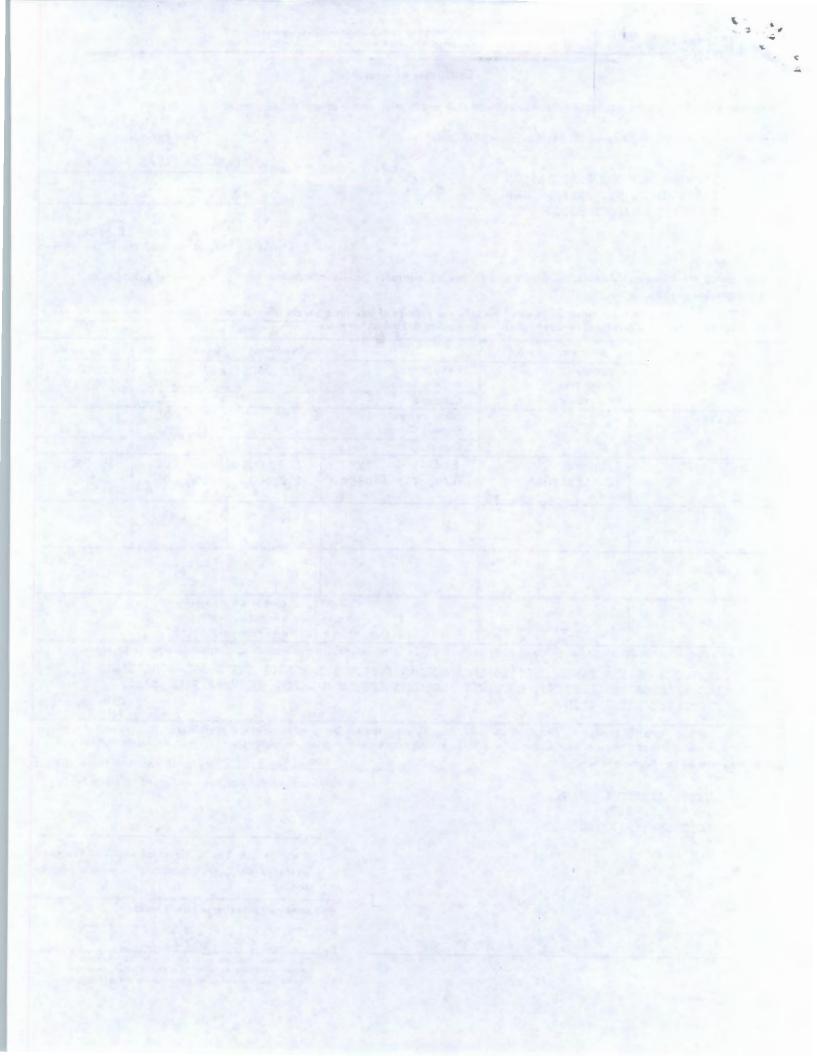


G=GENERAL INSURANCE COMPANY OF AMERICA
F=FIRST NATIONAL INSURANCE COMPANY OF AMERICA
Home Office. 4347 Brooklyn Ave. N.E., Seattle, Washington 98105 (Each a Stock Insurance Company)
(Coverage is provided by the company designated by initial)

### Certificate of Insurance

re company certifies that the insurance policies indicated below are in effect an the date of this certificate.

Name of Insured and Mai	ling Address (Street, City, State,	ZIP Code)		Policy Perio	d:
_		٦	, AF	PRIL 23, 1973	
10504 N.	PLYWOOD ASSOCIATION W. ST. HELENS ROAD OREGON 97231		Irom	PRIL 23, 1976	
For each policy the follow	wing schedule indicates the bas	ic type of insurance provide	Standard 1		Noon ess of the insured
This certificate is only a		policy or policies of insurance	herein referred		matively nor nega-
Policy Number	Type of Insurance	Coverage	One Person	One Occurrence	Aggregote
CP 383478	Liability Other Than Automobile	Bodily Injury Property Damage	\$ 100,000.	\$ 300,000. \$ 100,000.	\$ 300,000. \$ 100,000.
CP 383478	Automobile Liability	Combined  Bodily Injury Property Damage  Combined	\$	\$ 300,000. \$ 100,000.	
CP 383478	Blanket Contractual	Bodily Injury Property Damage	100,000.	300,000.	300,000.
	Workmen's Compensation	Comper	to the terms of the nsation laws of the solicy offords covers	state in	
ALL OPERATIONS ( INCLUDING HAZARI COWLITZ COUNTY,	erial change in, or cancellation certificate is issued, but failure	N ACCORDANCE FITH THE SE AND UNDERGROUND He of, said policies, the unders to give such notice shall imp	E POLICY TER AZARDS - TIN igned company w ose no obligation	MS AND CONDIBER SALE 333 vill endeavor to g	TIONS 25  ive written notice on the company.
WEYERHAD P. O. BO	USER COMPANY K 1139	7 -	en (10) tificote holder ha	day prior notic s been endorsed	e of cancellation to to policy No.(s):
LONGVIEW	, WASHINGTON				liability have been or work described
Dated		1	ARSH & McJA	werse side is void	ORZGON
ot_ FORTLAND, CAD	OON on APAIL	. 20, 1973 By		PANCE COMPANY	



# MARSH & MCLENNAN

Bill Walsh Trucking 2360 N. Marine Drive Portland, Oregon 97217

INSURED: COMPANY:

LINNTON PLYWOOD ASSOCIATION

POLICY: GEN

GENERAL INSURANCE COMPANY

CP 383 478

Here is	evidence of insurance required for this insured.
X	_ Certificate of Insurance
	Loss Payable Clause
	Prior Notice of Cancellation
X	Other Endorsement showing Lessor's interest in
	1972 Mack Tractor
	Marsh & McLennan, Incorporated
	Ву
	H.A.Stevens
Copy to	
	nton Plywood Association

And the second of the second o

The state of the s



F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE 4333 BROOKLYN AVE, N.E., SEATTLE, WASHINGTON 98185
HEAD OFFICE FOR CANADA TrilSSISSAUGA ONTARIO
(Coverage is provided by the company designated by initial instock insurance company herein called the company)

A LIF CTIARANA' TIME 9-1/0

#### Certificate of Insurance

The company certifies that the insurance policies indirated below are in effect on the date of this certificate

CP 383478  Liobi Othe Auto Liobi  PH CP 383478  DA	medule indical ment of the ends or alters  be of Insurance ment of the ends or alters  contains the ends or alters	ROAD 231 ates the basic type of existence of the police	One Person	ed with the urance herein described her Limits of Liabilities \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	limit of the insu	3-76  .M. Noon iddress of the insured urer's liability or mained neither affirmative
For each policy the following sch mum amount pavable for loss. This certificate is only a statem nor negatively amends, exten  Paricy Number  Typ  Liabs Othe Auto Liabs Othe Ph'  CP 383478  Ph'  DA'	medule indica ment of the ends or alters be of insurance wility or Than pomobile pulity	coverage Bodily Injury Property Damage Combined Bodily Injury Property Damage Combined FIRE, THEFT	One Person  S  CAC STA	Standarded with the urance herein described her Limits of Liability O S S S S S S S S S S S S S S S S S S	IX 12:01 A.  d Time, at the action of the insurance of th	.M. Noon address of the insured urer's liability or maind neither affirmative verage Aggregate \$
For each policy the following schemum amount payable for loss. This certificate is only a statem nor negatively amends, exten  Pancy Number Typ Liobi Othe Auto Liobi CP 383478  PH' DA'	nedule indica ment of the ends or alters be of Insurance wility er Than probile probile	coverage afford  Coverage Bodily Injury Property Damage Combined Bodily Injury Property Damage Combined FIRE, THEFT	One Person  S  CAC STA	Standarded with the vrance herein described her Limits of Liabilities S.	IX 12:01 A.  d Time, at the action of the insurance of th	.M. Noon address of the insured urer's liability or maind neither affirmative verage Aggregate \$
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This certificate is only a statem nor negatively amends, exten  Paricy Number  Typ  Liobi Othe Auto  Liobi Othe Auto  CP 383478  PH'  DA'	ment of the ends or alters  De of insurance solity  Er Than comobile comobile solity  EYSICAL	Coverage afford  Coverage Bodily Injury Property Damage Combined Bodily Injury Property Damage Combined FIRE, THEFT	One Person  S  CAC STA	urance herein described her Limits of Liabilities S S S S S S S S S S S S S S S S S S S	n referred to an ein.	verage Aggregate
Paricy Number Typ Liabs Othe Auto Liabs CP 383478  PH' DA'	pe of Insurance planty or Than probable possible planty	Coverage afford  Coverage  Bodily Injury Property Damage  Combined  Bodily Injury Property Damage  Combined  FIRE, THEFT	One Person  S  CAC STA	Color	ein. Iy or Amount of Cov	verage Aggregate \$
Paricy Number Typ Liobi Othe Auto Liobi CP 383478  PH' DA'	pe of insurance solution or Than ormabile ormabile solution Ordanisty  YSICAL	Coverage  Bodily Injury Property Damage  Combined  Bodily Injury Property Damage  Combined  FIRE, THEFT	One Person S S CAC STA	Commits of Liability	ly or Amount of Cov	Aggregate \$
CP 383478  Liobi Othe Auto Liobi  PH CA	omobile omobile orrivative orriva	Bodily Injury Property Damoge Combined Bodily Injury Property Damoge Combined FIRE, THEFT	s s cac sta			Aggregate \$
CP 383478  Liobi Othe Auto Liobi  PH CA	omobile omobile orrivative orriva	Bodily Injury Property Damoge Combined Bodily Injury Property Damoge Combined FIRE, THEFT	s s cac sta	. S S S S S TED AMOUN	ine Occurrence	\$
CP 383478 DA	er Than omobile omobile oility	Property Damage Combined Bodily Injury Property Damage Combined FIRE, THEFT	S CAC STA	S S S S TED AMOUN		
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CP 383478 DAY	omobile bility	Bodily Injury Property Damage Combined FIRE, THEFT	CAC STA	\$ \$ \$ TED AMOUN		· ·
CP 383478 DAY	YSICAL '	Property Damage Combined FIRE, THEFT	CAC STA	\$ STED AMOUNT		
CP 383478 PH'	YSICAL	FIRE, THEFT		TED AMOUN		
CP 383478 DA	_					
CP 383478 DA	_				- 4	
		COLLISION	4,000	DEDI.	T \$25,000.	
			Perus ins	ured Against	Coins.	% Limit of Liability
			1,000	orco rigoria	Cons	- Common Crossing
	Property	Building(s)				
	Insurance	Personal Property				
		Business Interruption			•	
		Location:				
,	Workmen's			the terms of the		
Co	ompensation			cy offords cover		
Location of risk covered, or descri	intion of aut	omobile or contract	covered or descrip	tion and lo	ration of opera	ations or work covere
tocarion of this covered, of descri	ipilon or don	omobile of comfact	covered, or descrip	men and loc	conon or opero	STOTIS OF WORK COVER
1972 MACK TRACTOR	5# 767	LST9884				
n the event of any material chan						
to the party to whom this certifical Certificate is issued to: Name and		but failure to give s	·			
Certificate is issued to: Name and	Address			EN (10)		notice of cancellation
MACK FINANCIAL	CORP.		certifi	icate holder h	ias been endors	sed to policy No.1si:
P. O. BOX 2009						
PORTLAND, OREGO		0				
						of liability have be
					nly for operation	ons or work describ
				above.		
			Any s	tatement on	reverse side is v	roid.
Dated				1//		
of PH:MM:5	on	3-5-76	By "	7 .	1. Ste	vers

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

CF-781 10/74

PRINTED IN U.S.A.

# MARSH & MCLENNAN

March	30, 1976
РОВ	Financial Corporation ox 20095 and, Oregon 97220
	INSURED: COMPANY: POLICY: LINNTON PLYWOOD ASSOCIATION GENERAL INSURANCE COMPANY CP 383 478
Here is e	vidence of insurance required for this insured.
X	Certificate of Insurance.
	Loss Payable Clause
	Prior Notice of Cancellation
	Other
	Marsh & McLennan, Incorporated
	Ву
	H.A.Stevens
copy to:	Linnean Plywood Association



### LEASED AUTOMOBILE - LESSOR'S INTEREST

It is agreed the automobile(s) described below or any replacement thereof leased to the named insured for a continuous period of twelve months or more shall be considered an "owned" automobile. It is further agreed the following named lessor is included as an additional insured but only as respects acts or omissions of the named insured and only as respects the "owned" automobile; provided, however, that coverage shall not apply to the lessor of said automobile as an insured while the lessor is driving or has assumed control of such automobile.

Named Lessor and Address

BILL-MAR, INC., BILL WALSH TRUCKING AND WILLIAM E. WALSH

2360 N. MARINE DRIVE PORTLAND, OREGON 97217

Description of Automobile(s)

1972 MACK TRACTOR S# RL767LST9884

This endorsement is executed by the company stated in the declarations

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

	LINNTON PLYW	NOU ASS	OCIATION
ENDORSEMENT EFFECTIVE	2-11-76	81.1	he hour of day stated in the mill
POLICY OF BOND NUMBER	CP 383478	H RYICE	PH:MM:5
POLICY EXP DATE	4-23-76	MPP ACCT NUMBER	
ENDORSEMENT NUMBER	13	TYPING	3-5-76

(Policy or Bond is issued by the company designated by ill trail)

GORDON H SWEARY PRESIDENT :

THE HAMMERSLA SECRETARY

H. J. ALLEUR

LINES TO SHEET THE THE THE THE THE

Marsh & McLennan, Incorporated 1100 Georgia Pacific Building Portland, Oregon 97204 503 224-3000

April 23, 1976

State of Washington Department of Natural Resources Post Office Box 168 Olympia, Washington 98504

Gentlemen:

### LINNTON PLYWOOD ASSOCIATION

Enclosed are renewal Certificates for the above Insured evidencing continuous coverage for the various timber sales for the period April 23, 1976 to April 23, 1979.

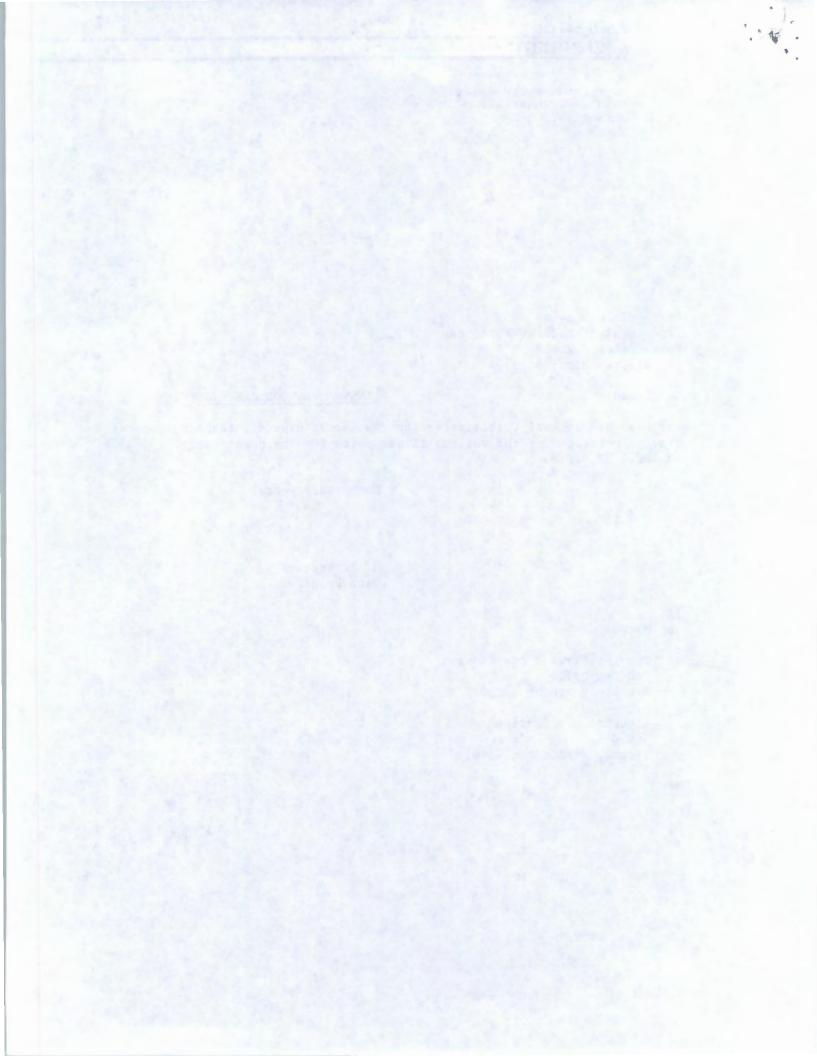
Very truly yours,

H. A. Stevens Vice President

lf/
enclosures

P O Box 03128
Portland, Oregon 97230

Weyerhaeuser Company Box C Tacoma, Washington 98401



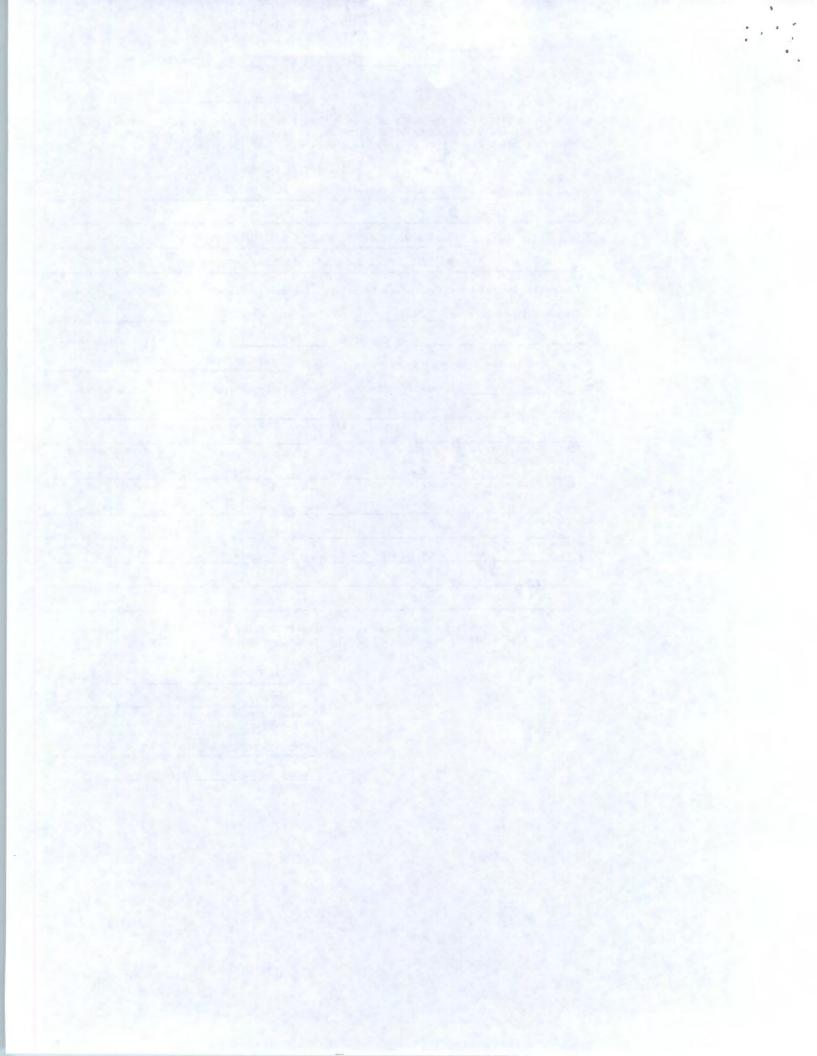
	GENERAL IN	SURANCE COMPA	ÑΥ	_Company
		<u> </u>	pril 23, 1976	Date Effective
This is to certify to 1 Box 160, Olympia, Wash insurance policies, iss	ington 98501,	that on the a	above date the	etural Resources, P. O. following described and effect:
		DESCRIPTIV	E SCHEDULE	
Name of Insured LINNT	ON PLYWOOD AS			
Address of Insured 10.	504 N.W. ST.H	HELENS ROAD, PO	ORTLAND, OREGON	97231
0	R POST OFFICE	BOX 03128, PO	ORTLAND, OREGON	97203
The policy or policies Timber Bill of Sale No.				y assumed under written
	Aoreem	ent No.	. a c	opy of which has been
furnished to the unders				
Ea	sement). Th	e policy inclu	ides coverage f	or x, c, and u hazards.
Types of Insurance:				
Name of Coverage	Policy Number	Effective Date	Expiration Date	Limits of Liability
Public Liability - Bod		<u> </u>	Dace	\$xxxxxxxxxxach person
Injury (not Auto)	02 (1((22			* 300 000
Incl. Products Liabilit Public Liability - Prop	<u>Y CP 646638</u> perty	4-23-76	4-23-79	\$ 300,000. each occurrenc \$ 100,000. each occurrenc
Damage (not Auto)	,			,
Incl. Products Liabilit	y CP 646638	4-23-76	4-23-79	\$ 100,000. aggregate
Automobile - Bodily Injury	CP 646638	4-23-76	4-23-79	\$ 100,000. each person \$ 300,000. each occurrenc
Automobile - Property	0. 040000	7 23 70	4 23 77	\$ 100.000. each occurrenc
Damage	CP 646638	4-23-76	4-23-79	\$ 100,000. spen occarrent
			,	
The Company shall notif to any cancellation or				writing ten days prior policies.
		C.	ENERAL INSURANC	r
			TASSIGNE	Company
		Ву -	M.a.	this company

900 SW. FIFTH AVENUE PORTLAND, OREGON 97204

Address

MARSH & MCLENNAN, INCORPORATED

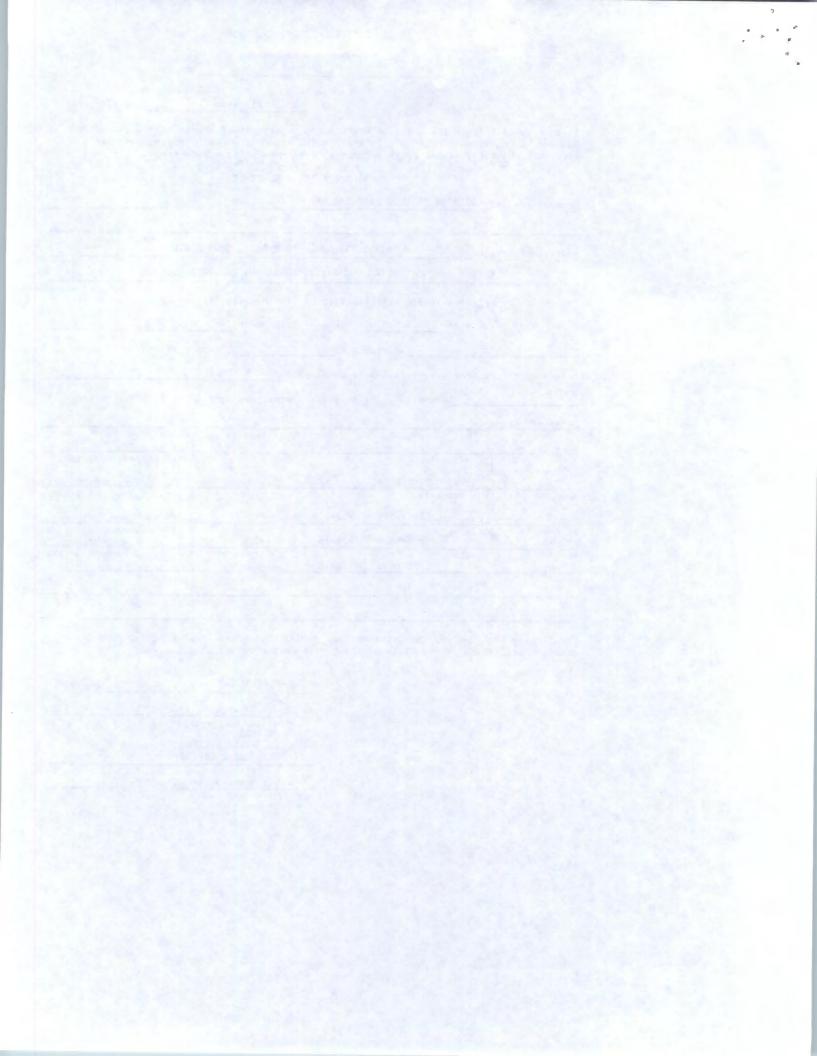
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## CERTIFICATE OF INSURANCE

GENERAL INSURANCE COMPANY Company ...

			April 23, 1976	Date Effective
This is to certify to Box 160, Olympia, Wash insurance policies, is	ington 98501,	that on the	above date the	
		DESCRIPTI	VE SCHEDULE	
Name of InsuredLINNT	ON PLYWOOD AS	SSOCIATION		
Address of Insured 10	504 N.W. ST.I	HELENS ROAD,	PORTLAND, OREGON	97231
0	R POST OFFICE	BOX 03128,	PORTLAND, 'OREGO	N 97203
The policy or policies	insure all 1	iability, in	cluding liabili	ty assumed under written
Timber Bill of Sale No.	37338	in conne	ction with (	
				copy of which has been
funciabed to the under				
furnished to the unders				
	esement). Th	e policy inc	ludes coverage	for x, c, and u hazards.
Types of Insurance:	Policy	Effectiv	Evolention	Limits of
Name of Coverage	Number	Date		Liability
Public Liability - Boo				\$xxxxxxxxxxxach person
Injury (not Auto) Incl. Products Liabilit	V CP 646638	4-23-76	4-23-79	\$ 300,000. each accurrence
Public Liability - Prop				\$ 100,000. each occurrence
Damage (not Auto)				
Incl. Products Liabilit	y CP 646638	4-23-76	4-23-79	\$ 100,000. aggregate
Automobile - Bodily	CD (/6(20	/ 22 7/	/ 22 70	\$ 100,000. each person
Injury	CP 646638	4-23-76	4-23-79	\$ 300,000. each occurrence
Automobile - Property Damage	CP 646638	4-23-76	4-23-79	\$ 100,000. each occurrence
	-			
The Company shall notif	y the Depart	ment of Natu	ral Resources in	n writing ten days prior
to any cancellation or	reduction of	the limits	on the policy o	r policies.
			GENERAL INSURAN	CE/
			11//:	Company
		B ∨ -	DU	4/14/10/
		- '	uthorized Repre	sentative
		Н.	A.STEVENS	
			OO SW. FIFTH AVE	
		P(	ORTLAND, OREGON 9	7.204
		Ma	ARSH & MCLENNAN,	INCORPORATED
			ress	

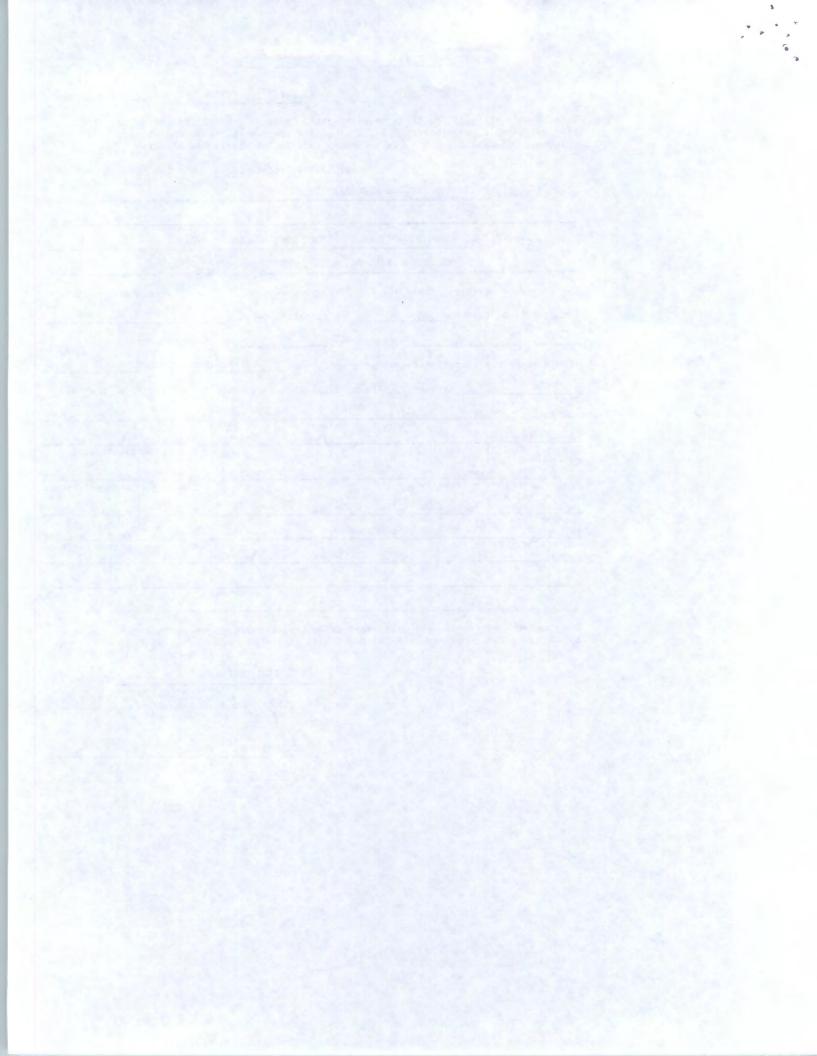


	GENERAL IN	SURANCE COMPA	NY	Company
		A	pril 23, 1976	Date Effective
This is to certify to Box 160, Olympia, Wash insurance policies, is:	ington 98501,	that on the	above date the	atural Resources, P. O. following described and effect:
		DESCRIPTIV	E SCHEDULE	
Name of Insured LINNT	ON PIVUOOD AS	SOCIATION		
Name of Insured 22.11.1	on Particop At			
Address of Insured 10	504 N.W. ST.	HELENS ROAD, P	ORTLAND, OREGON	97231
			ORTLAND, OREGO	
The policy or policies	insure all l	iability, inc	luding liabili	ty assumed under written
Timber Bill of Sale No	38059	in connec	tion with (	
	Agreem	ent No.	; a d	copy of which has been
furnished to the unders	signed insura	nce company)	(Weyerhaeus	ser Company
E	ssement). Th	e policy incl	udes coverage	for x, c, and u hazards.
Types of Insurance:				
Name of Coverage	Policy	Effective	'	Limits of
Public Liability - Boo	Number	Date	Date	\$xxxxxxxxxxxach person
Injury (not Auto)	,			
Incl. Products Liabilit	Y CP 646638	4-23-76	4-23-79	\$ 300,000. each occurren
Public Liability - Prop	perty			\$ 100,000. each occurren
Damage (not Auto)	CD 646638	4-23-76	4-23-79	100,000
Incl. Products Liabilit	y CF 040036	4-23-70	4-23-79	§ 100,000. angregate § 100,000. each person
Automobile - Bodily Injury	CP 646638	4-23-76	4-23-79	\$ 300,000. each occurren
Automobile - Property			7 23 / /	\$ 100,000. each occurren
Damage	CP 646638	4-23-76	4-23-79	\$ 100,000. Get Get Tell
		-		
The Company shall notified to any cancellation or				n writing ten days prior r r policies.
		(	GENERAL INSURAN	CE Company
		Bv.	12 11	Stilvies)
			tnorized Repres	
		900	) SW. FIFTH AVE RTLAND.OREGON 9	
•		101	CILAND, OKEGUA 9	1404

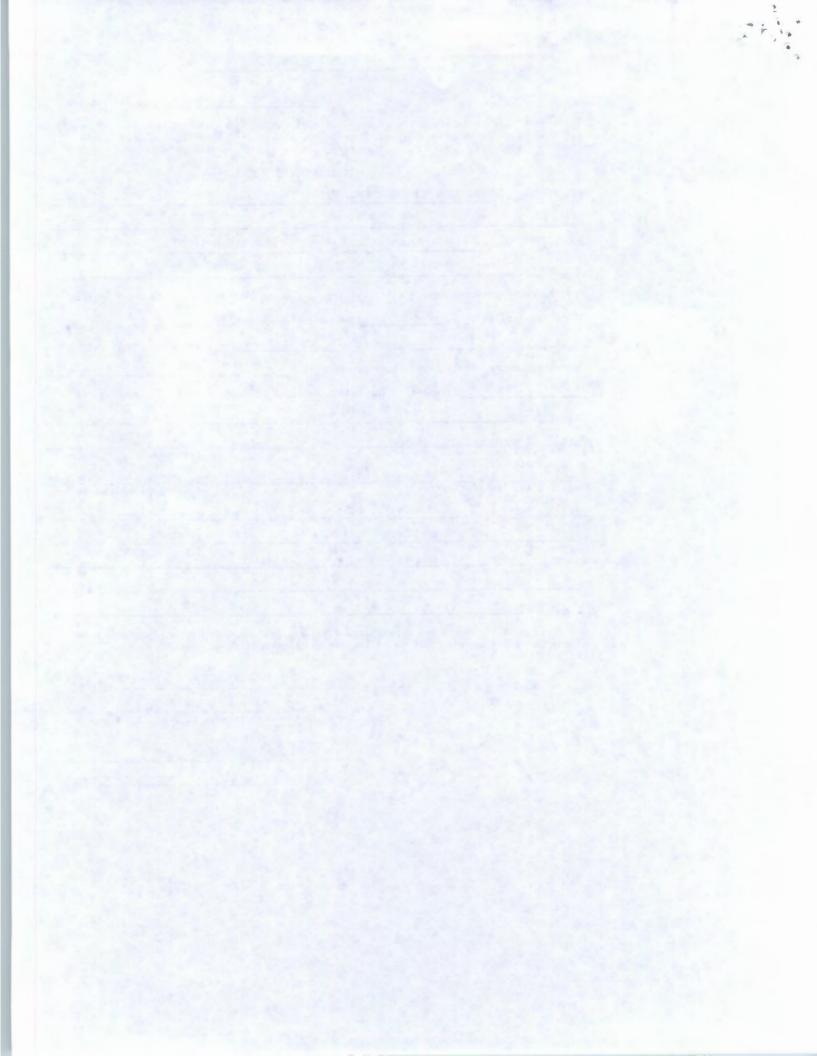
MARSH & MCLENNAN, INCORPORATED

Address

0-66



	GENERAL IN	SURANCE COME	YANY	Company		
		M	April 23, 1976	Date Effective		
Injury (not Auto) Incl. Products Liability CP 646638 4-23-76 4-23-79 \$ 300,000. each Public Liability - Property \$ 100,000. each Damage (not Auto) Incl. Products Liability CP 646638 4-23-76 4-23-79 \$ 100,000. acqrc Automobile - Dodily \$ 100,000. each Injury CP 646638 4-23-76 4-23-79 \$ 300,000. each Automobile - Property Damage CP 646638 4-23-76 4-23-79 \$ 100,000. each \$ 100,000.		following described				
		DESCRIPTI	VE SCHEDULE			
Name of InsuredLINNT	ON PLYWOOD AS	SOCIATION				
Address of Insured 10	)504 N.W. ST.	HELENS ROAD,	PORTLAND, OREGON	97231		
	R POST OFFICE	BOX 03128,	PORTLAND, OREGON	97203		
The policy or policies	insure all 1	iability, in	cluding liabilit	y assumed under written		
Timber Bill of Sale No	. 37339	in conne	ction with (			
	Agreem	ent No.	; a c	opy of which has been		
furnished to the under	signed insura	nce company)	(WEYERHAEU	SER		
E	asement). Th	e policy inc	ludes coverage f	or x, c, and u hazards.		
Types of Insurance:						
Name of Coverage	,		- 1	- T		
Public Liability - Bo Injury (not Auto)	dily			\$xxxxxxxxxxxach person		
Public Liability - Pro		4-23-76	4-23-79	\$ 300,000, each occurrence \$ 100,000, each occurrence		
Incl. Products Liabili	ty CP 646638	4-23-76	4-23-79	s 100,000. acgregate		
Automobile - Bodily Injury			4-23-79	§ 100,000. each person § 300,000. each occurrenc		
	CP 646638	4-23-76	4-23-79	\$ 100,000. each occurrenc		
•						
			GENERAL INSURANC	DE :		
			13/11/	Company		
				entative		
		9	00 SW. FIFTH AVE			
		<u> </u>	ARSH & MCLENNAW, 1			
		Add	rcss			





This endorsement alters the provisions for:

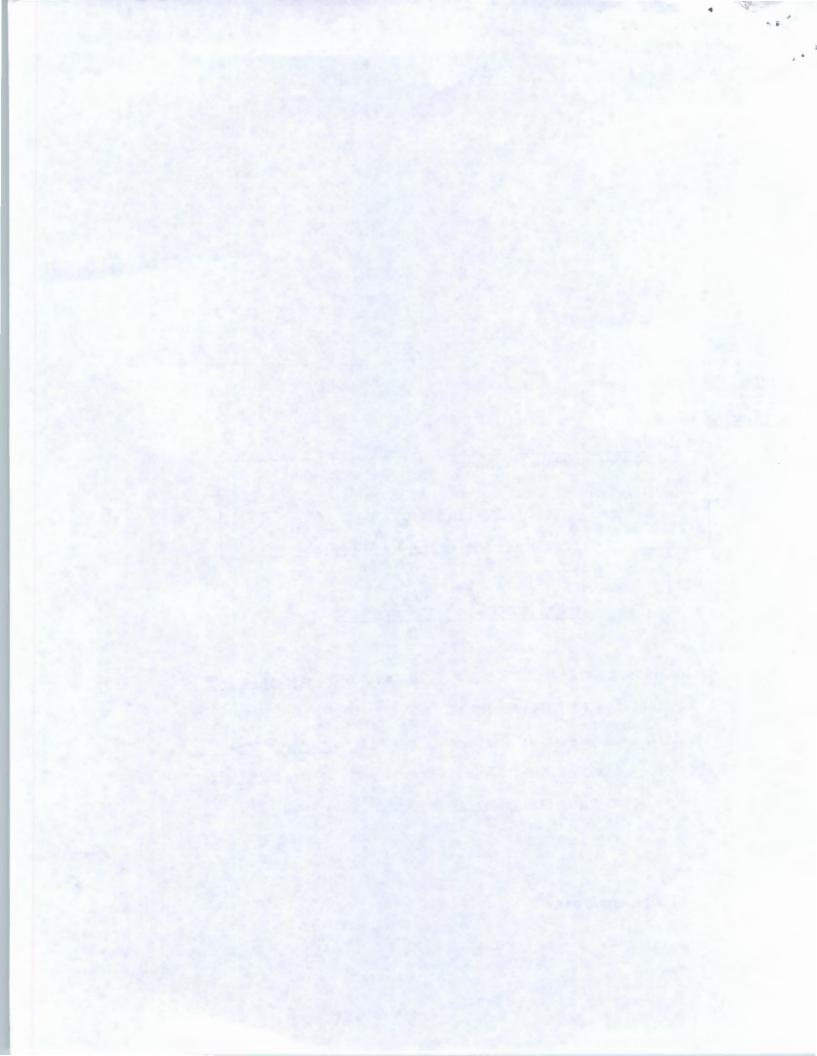
BUSINESS AUTO POLICY

(Insert the coverage to be amended in the above space)

## PRIOR COVERAGE REPLACEMENT ENDORSEMENT

THE INSURED AND THE COMPANY INTEND THAT THIS POLICY TAKE THE PLACE OF AND REPLACE SECTION IV (AUTO) ONLY OF POLICY CP 646638-A
HERETOFORE ISSUED BY THE COMPANY, SUCH REPLACEMENT TO BE EFFECTIVE
AS OF THE TIME THIS POLICY PECONES EFFECTIVE.

PRINTED IN U.S.A.



MARSH & MC LENNAN INC. 3-170
SAFECO SAFECO INS
GENERAL IN
F = FIRST NATIO

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA

HOME OFFICE: 4333 BROOKLYN AVE. N.E., SEATTLE, WASHINGTON 98185 (Coverage is provided by the company designated by initial, a stock insurance company

Attach to Your Policy No. \_

3H 82

#### RENEWAL CERTIFICATE

MPP ACCOUNT NO.

CP 646638-A

Policy Number OP 646638A

Certified Copy Issued (Date) 11-17-83

To: Dand Pemberton

Keep this renewal cert-

Refer to above Policy Number on all correspondence ar Cloims involving either this Policy or Renewal Certificate.

0-266 9/70

Keep this renewal certificate with the policy. It is evidence your insurance is in force.

::31 1115 9/18

NUMBER

COMPLETE THE

Insured LINNTON PLYWOOD ASSOCIATION

Address 10504 N. W. ST. HELENS ROAD, PORTLAND, OREGON 97231

Store Z(P)

Estimated Advance Premium for the Period. APRIL . 23, . 1982. TO. APRIL . 23, . 1983\$

75 010

Audit Premium Adjustment . APRIL . 23, . 1981 . TO. APRIL . 23, . 1982 Additional Premium \$ TO BE DETERMINED

SECTION II - GENERAL LIABILITY

Return Premium \$\_\_\_\_\_\_

FORM ADDED: C-GL 21 201(12/80)

FORM DELETED: C 1599(1/72)

SUBJECT TO ANNIVERSARY RE-RATING

This certificate has been signed on behalf of the company, designated by initial above, by its president and secretary and shall not be valid unless countersigned by a duly authorized representative of the company.

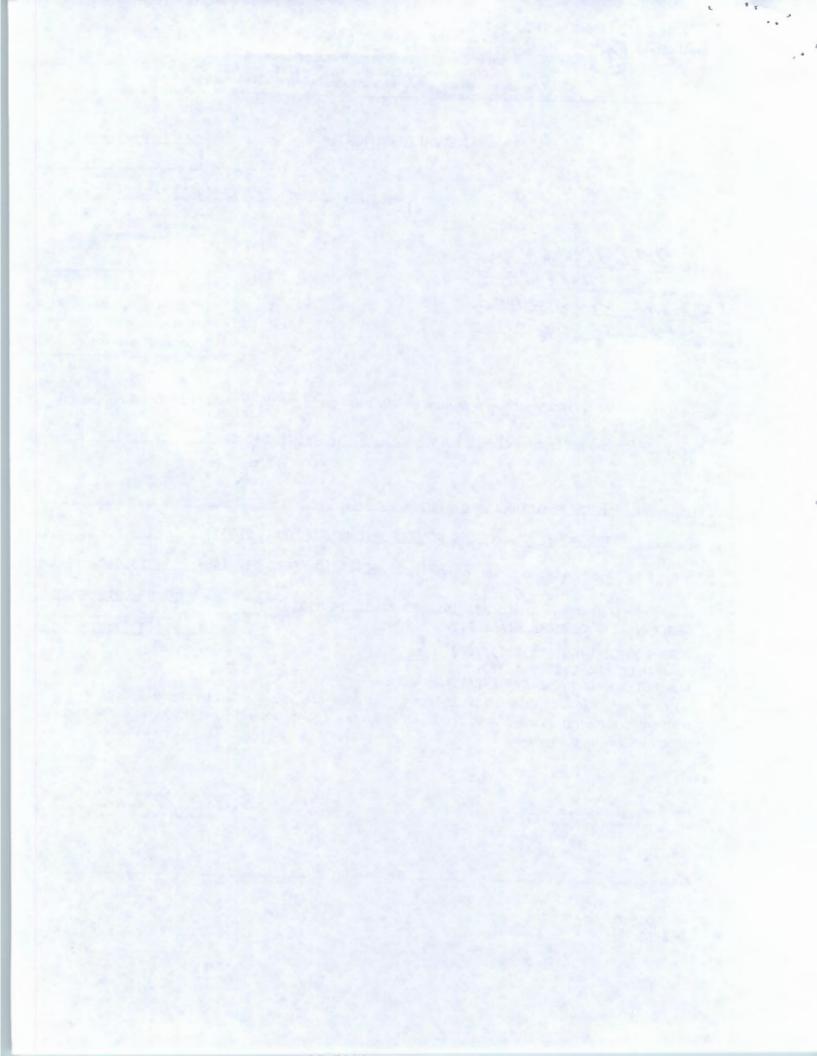
Hammersla

Druce Maines
BRUCE MAINES

(Date)

(Authorized Representative)

RK:SD:5:8





# SECTION II -

MARSH & MOLENSIA . THE.

## REVISE - DDITIONAL DECLARATIONS ENDORSEMENT

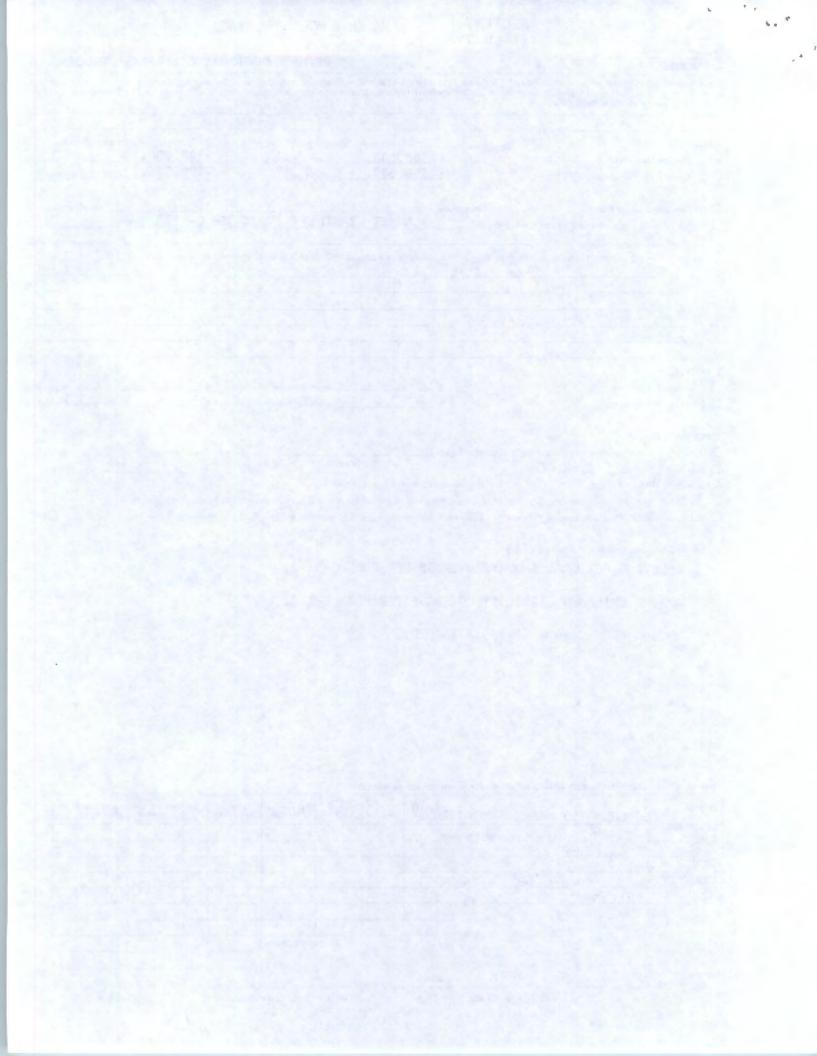
This endorsement modifies insurance provided by the policy identified below and will replace any additional declarations issued before. No insurance is pro-

Col   Divided Limits Plan   \$ 300,000.   each occurrence   \$ 100,000.   each occurrence   \$	each occurrence
MEDICAL    Coverage E - Premises   Personal   Coverage M - Personal   Personal Injury   Personal Injury   Personal Injury   Personal Injury   Personal   P	
Divided Limits Plan  Sang, and each occurrence sange each occurrence e	
. MEDICAL  ] Coverage E · Premises \$ each person \$ &  ] Coverage M · Personal \$ each person \$ &  PERSONAL INJURY	
Coverage M · Personal \$each person \$e	
PERSONAL INJURY	
	each accident
Exclusion C Deleted Yes No Coverage P	oggregate
DELETING PERSONAL INJURY COVERAGE PER FORM C-1142.	
ADDING EXTENDED LIABILITY COVERAGE PER FORM C-1731 (3/82).	
ADDING FORM C-2604 (1/73) ATTACHED.	

Representative

INSURED	LINITON P	LYWOOD	;AS	50CIATIO	COVER-	. CLASS .OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE	4-23-84							6	6	6	6	
POLICY NUMBER	CP 645630	1										
POLICY EXP. DATE	4-23-85											
ENDORSEMENT NUMBER		TYP DA		4-25-84								
SERVICE OFFICE	MITTLE:5											
							T	TALS GROSS		,		
Authorized							. Δ	NET \$			RP	A

ATTENTION POLICY SERVICE. Attach premium worksheet for coding if required. (continued on reverse side)



# SAFECO

# POLICY CHANGE ENDORSEMENT

In consideration of the premium shown below, it is og /8 is policy is changed as follows: MARSH & A. INC. 3-170

ALL SECTIONS

THE FOLLOWING FORMS ARE ADDED TO AND MADE A PART OF THE POLICY: IL0915(1/83)

SECTION II - LIABILITY

THE FOLLOWING FORMS ARE ADDED TO AND MADE A PART OF THE POLICY: ' CGL21200(3/80), CGL21201(7/82)

THE FOLLOWING FORMS ARE HEREBY DELETED FROM THE POLICY: CGL21200(10/79), C1599(1/72)

ESCRIPTION NO	JC.   DED 0		ITS OF LIABILITY		OLD	NEW	D ANNU	AL 3 YEAR	PREMIUM	UNEARNED	ADDITIONAL PREMIUM	
	O. NO.	PREVIOUS LIMIT	NEW LIMIT	T INS.	RATE	RATE	OLD PREMIUM NEW PREMIUM		DIFFERENCE	SR/PR FACTOR	RETURN PREMIUM	
		\$	\$				\$	\$	\$		\$	
	-											
	-					-						
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			TOTA	AL SECTIO	NICHA	NGE &	\$	\$	\$			
	-		,,,,,,								r	
THER COV	ERAG	ES										
							□ ANNU	AL 3 YEAR	PREMIUMS	UNEARNED	ADDITIO PREMIL	NAL
COVERAGE · AMOUNT · CLASS · CODE			RATE	EXPO	DSURE		NEW PREMIUM	DIFFERENCE	SR/PR FACTOR	RE	TURN _	
42.000					-		\$	\$	\$		\$	
							-					
				-								
				-	-					1		
				-						-		
					-							
				-	-					-		
								•	•		đ	
			TOTAL CHANG			I		\$	\$		\$	
		REVIS	ED POLICY/IN	ISTALLMI	NT PRE	MUIN P	\$.	\$			A	

Section of the second

Fig. De Mit Deptis de la France de la France

#### EMPLOYEE BENEFITS LIABILITY

(COVERAGE SUPPLEMENT)

1.	ADDITIONAL DECLARATIONS	500,00		50900	
	(a) Limit of Liability:	\$ 300,000.	Each Claim	\$ 300,000.	Aggregate Per Policy Year
	(b) Deductible Amount:	\$ 1,000.00			
	(c) Premium Computation:				
	Estimated No. of En	ployees	Rate (Per Employ		imated Premium
	203		€054 O	Basic Charge	s INCL.
					\$
			7.27 1	Total	sINCL.
	(d) Minimum Premium:	\$ 146.	200.191		

#### 2. INSURING AGREEMENTS

#### (a) Coverage

The company will pay on behalf of the insured, all sums which the insured shall become legally obligated to pay as a result of damages sustained by an employee, prospective employee, former employee or the beneficiaries or legal representatives thereof, caused by any negligent act or omission of the insured, or any other person for whose acts the insured is legally liable in the administration of the insured's Employee Benefit Programs.

#### (b) Deductible

The deductible amount stated in the Additional Declarations shall be deducted from the amount of all claims arising out of the same negligent act or omission and the company shall be liable for loss only in excess of that amount.

However in event of any claim, irrespective of the amount, notice thereof shall be given by or on behalf of the insured to the company, in accordance with the terms of this insurance and the company may at its option, investigate, negotiate or settle such claim. If claim is paid by the company, the insured agrees to reimburse the company for the deductible amount advanced by it.

#### (c) Defense, Settlement, Supplementary Payments

The company will pay, in addition to the applicable limit of liability:

- (1) all expenses incurred by the company, all cost taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (3) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

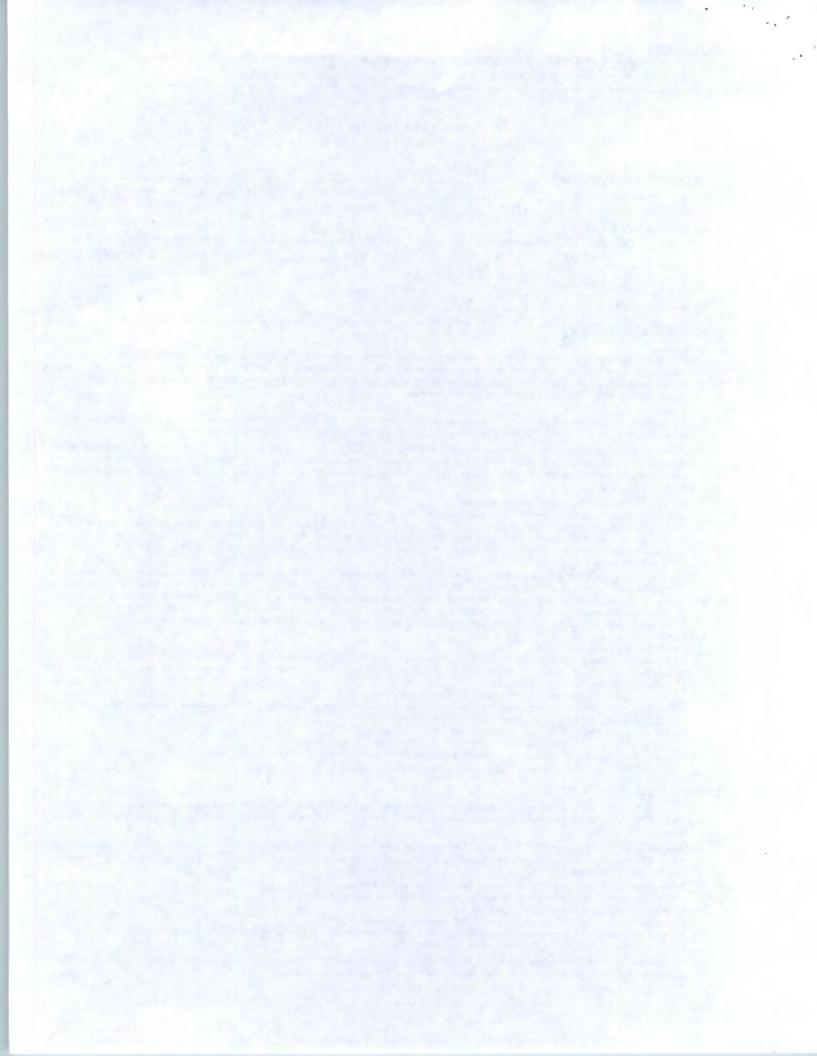
#### (d) Exclusions

This Insurance Does Not Apply:

- (1) To any dishonest, fraudulent, criminal or malicious act; libel; slander; discrimination or humiliation;
- (2) To bodily injury to, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
- (3) To any claim for failure of performance of contract by any insurer;
- (4) To any claim tor failure of performance of contract by any insurer;
  (4) To any claim based upon failure to comply with any law concerning Workmen's Compensation, Unemployment Insurance, Social Security or Disability benefits.
- (5) To any claim based upon:
  - (i) failure of Investment securities to perform as represented by an insured;
  - (ii) advice given by an insured to an employee concerning participation in stock subscription plans;
  - (iii) fiduciary liability imposed by the Employee Retirement Income Security Act of 1974.

#### 3. DEFINITIONS

- (a) "Insured" The unqualified word "insured," wherever used, includes not only the named insured, but also any partner, officer, director, or stockholder, or any employee who is authorized to act in the administration of the insured's Employee Benefit Programs.
- (b) "Employee Benefit Programs" The term "Employee Benefit Programs" shall mean group life insurance, group health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social security, disability benefits insurance and travel, savings or vacation plans.
- (c) "Administration" The unqualified word "administration," wherever used, shall mean:
  - (1) Giving counsel to employees with respect to the Employee Benefit Programs;
  - (2) Interpreting the Employee Benefit Programs;
  - (3) Handling of records in connection with the Employee Benefit Programs;
  - (4) Effecting enrollment, termination or cancellation of employees under the Employee Benefit Programs; provided all such acts are authorized by the named insured.
- (d) "Employee" The unqualified word "employee" includes employees, former employees, retired employees, directors and former directors of the named insured, and their heirs, legatees and legal representatives.





This endorsement alters the provisions for:

BLANKET LIABILITY INSURANCE—COVERAGES A & B
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

#### It is agreed that:

- The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule below as applicable to such coverages.
- 2. The deductible amounts stated in the schedule apply as follows:
  - (a) PER CLAIM BASIS If the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
  - (b) PER OCCURRENCE BASIS If the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence.
- 3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.

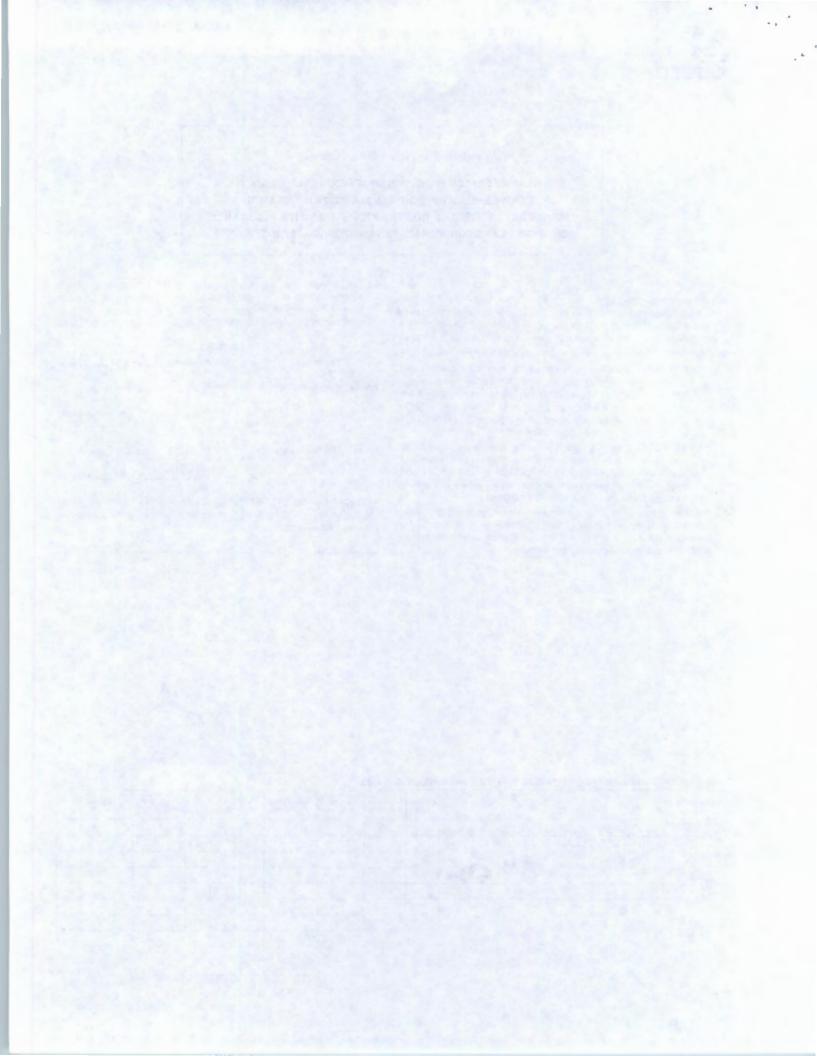
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

SCI	TEDULE							
Coverage	Amount and Basis of Deductible							
Bodily Injury Liability	\$	per claim						
	\$	per occurrence						
Property Damage Liability	\$							
APPLICATION OF ENDORSEME application of (his endorsement. If apply to all loss however caused)	ENT (Enter here and no limitation is enter	,						

#### COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

INSURED					COVER- AGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	(FULL TERM) PREMIUM	ADDITIONAL PREMIUM
ENDORSEMENT	EFFECTIVE 4-23-04 (at the hour of day stated in the policy)							s '	s	\$	\$
POLICY NUMBER CP 646638-A											
POLICY EXP. DATE		-	GSL ACCT.								
ENDORSEMENT NUMBER			TYPING	4-25-84	•						
SERVICE										-	
,											
							TO	TALS GROSS			

AUTHORIZED	REPRESENTATIVE



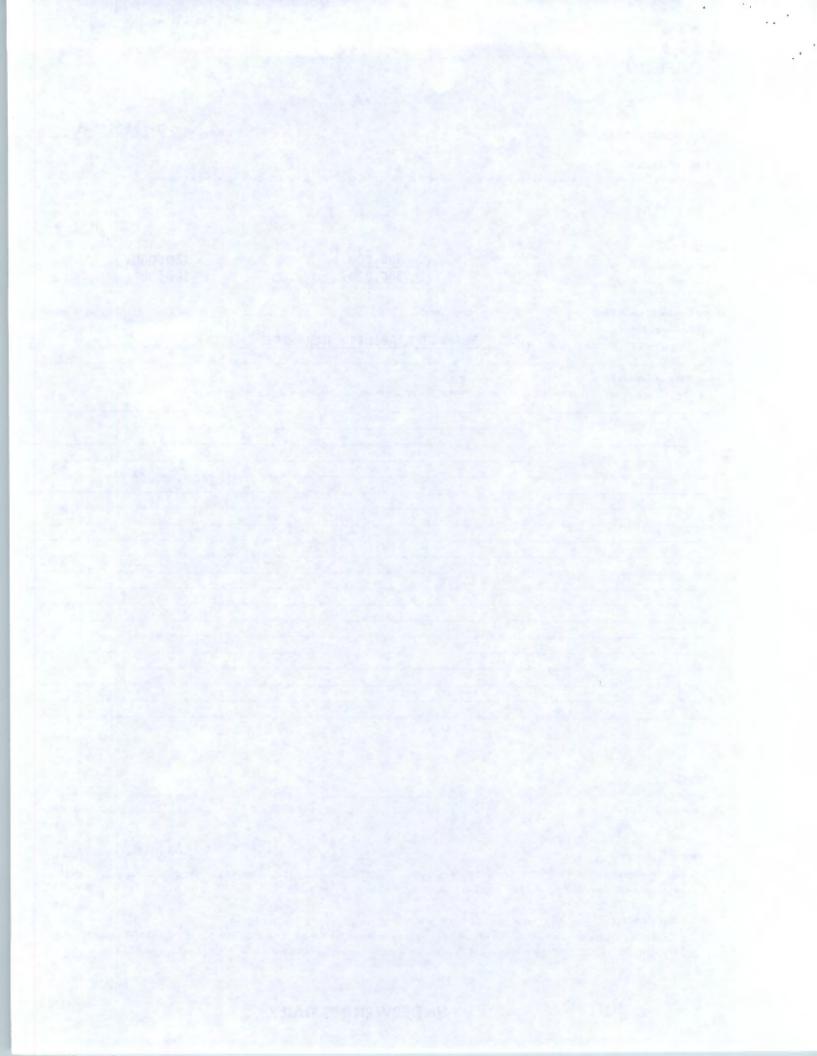
## ION II - LIABILITY

O INSURANCE COMPANY OF AMERICA
C RAL INSURANCE COMPANY OF AMERICA RAL INSURANCE COMPANY OF AMERICA FIRST NATIONAL INSURANCE COMPANY OF AMERICA

CP 646638-A

ADDITIONAL DECLARATIONS				Policy No. CP	646638-A
This schedule is attached to, and forms a	part of the policy specifie	ed above.			
Limits of Liability.					
No insurance is provided for any coverag	ge unless a specific limit	of the company s	liability for such co	verage is shown below.	
		Limits af Liab	ility		
			,		
LIABILITY		Coverage A			B · Property Domage
(a) Divided Limits Plan	\$ _	300,000.	each occurren		00. eoch occurrence
Other Than Auto	\$ _	300,000.	dggregate	\$ 100,00	30. aggregate
			: \		each occurrence
(b) Combined Limits Plan (c) Coverage Forms	Coverages		1		each occurrent
The Liability Form attached hereto is er	ntitled: BLANKET	LIABILITY	INSURANCE	C-1138	
(d) Hazards Excluded					
The following "hazards" as defined by	y the form entitled "Polic	y Conditions and	Definitions" are ex	cluded therefrom:	
	,				
	*				
				,	
•					
		,			
			•		
MEDICAL					
Coverage E - Premises	\$		each person	\$	each accident
Coverage M - Personal	\$		, each person	\$	each accident
				•	
PERSONAL INJURY		Coverag	ge P.	\$ 300,00	oggregate
Including on offense within the following	groups of offenses	A-B-C	lr	nsured's participation	NIL
Exclusion C Deleted 💆 Yes 🔲 N	No				
	dicates coverage is applic				
Coverage L - Personal Liability - Th	e limit of liability is the s	same as shown fo	r A and B but not le	ess than \$25,000 Camb	
Coverage N · Physical Damage to	Property - \$250 each occ	curr <mark>ence</mark> is applica	oble unless the box	for \$500 coverage is ch	ecked. \$500
	(cc	ontinued on rever	se side)		Schedule

UNDERWRITING DAILY





# BLANKET LIABILITY INSURANCE (COVERAGE SUPPLEMENT)

## 1. COVERAGE A - BODILY INJURY - except Automobile

The company will pay all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence. The company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply

- (a) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
  - but this exclusion does not apply to the parking of an automobile on insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (b) to **bodily injury** or **property damage** included within the **war hazard** with respect to liability assumed by the **insured** under any contract or agreement or expenses for first aid under the Supplementary Payments provision;
- (c) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (d) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under any contract;
- (e) to property damage: (1) to property owned or transported by the insured; (2) to property occupied by or rented to the insured: (3) to property under bailment to the insured (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements); (4) to that particular part of any property (i) upon which operations are being performed by or on behalf of the insured; or (ii) out of which such injury or destruction arises; (5) to premises alienated by the named insured arising out of such premises or any part thereof; (6) to the named insured's products arising out of such products or any part of such products; (7) with respect to the completed operations hazard and with respect to any classification stated in the company's manual as "including completed operations," to work performed by or on behalf of the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith;
- (f) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein:
- (g) to bodily injury or property damage arising out of: (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; (2) and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (h) to loss of use of tangible property which has not been physically injured or destroyed resulting from:

- a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (i) to contractual liability assumed by the insured, if the insured or his indemnitee is an architect, engineer or surveyor, for bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured or indemnitee, including:
  - (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications; and
  - (2) supervisory, inspection or engineering services.
- under Coverages A and B, to liability or injury arising out of pr in connection with domestic activities of any insured which are not connected with the business of any insured.

#### 2. COVERAGE E - PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy

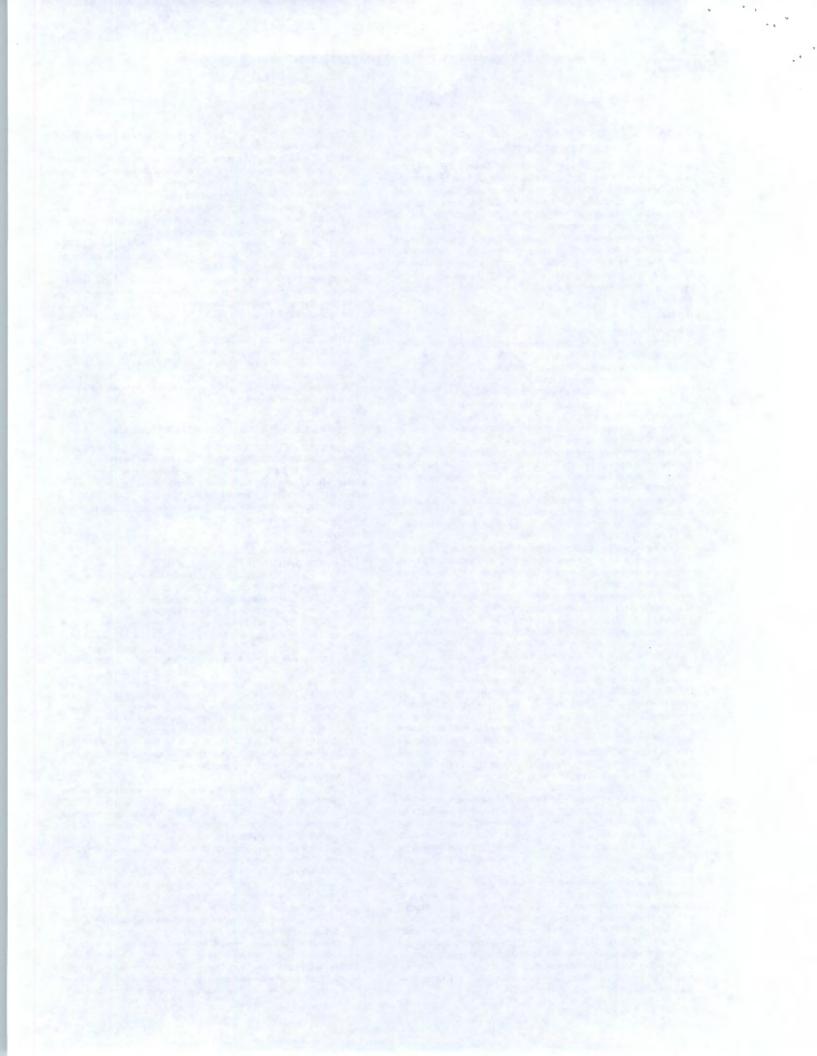
#### Exclusions

This insurance does not apply:

- · (a) to bodily injury
  - (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
    - (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
    - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (3) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (b) to bodily injury
  - included within the completed operations hazard or the products hazard;
  - (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations of such premises which do not involve changing the size of or moving buildings or other structures;
  - (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor;
  - (4) included within the war hazard;



#### (c) to bodily injury

- (1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant:
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law,
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### 3. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) the named insured and, if an individual, the spouse of such named insured if a resident of the same household;
- (b) for Coverages A and B
  - (1) if the named insured is designated in the declarations as
    - (i) a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such:
    - (ii) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
  - (2) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
  - (3) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
    - an employee of the named insured while operating any such equipment in the course of his employment, and
    - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (3) with respect to:

- (A) bodily injury to any fellow employee or
- (B) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

#### 4. LIMITS OF LIABILITY

For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

Regardless of the number of **insureds** under this policy, the company's liability is limited as follows:

(a) Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the declarations as applicable to "each occurrence" is the total limit of the company's liability under the bodily injury liability and property damage liability coverages combined for all damages as the result of any one occurrence provided:

- (1) with respect to all damages included within the (i) completed operations hazard and the (ii) products hazard, such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence;
- (2) with respect to all damages arising out of property damage (other than the completed operation hazard, or the products hazard) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;
- (3) with respect to any occurrence for which the notice of this policy is given in lieu of security, or when when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.
- (b) Divided Limits Plan

#### Coverage A --

The total liability of the company for all damages including damages for care and loss of services because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate."

#### Coverage B -

The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate."

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

#### Coverage E -

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident, but subject to the above provision respecting "each person," the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

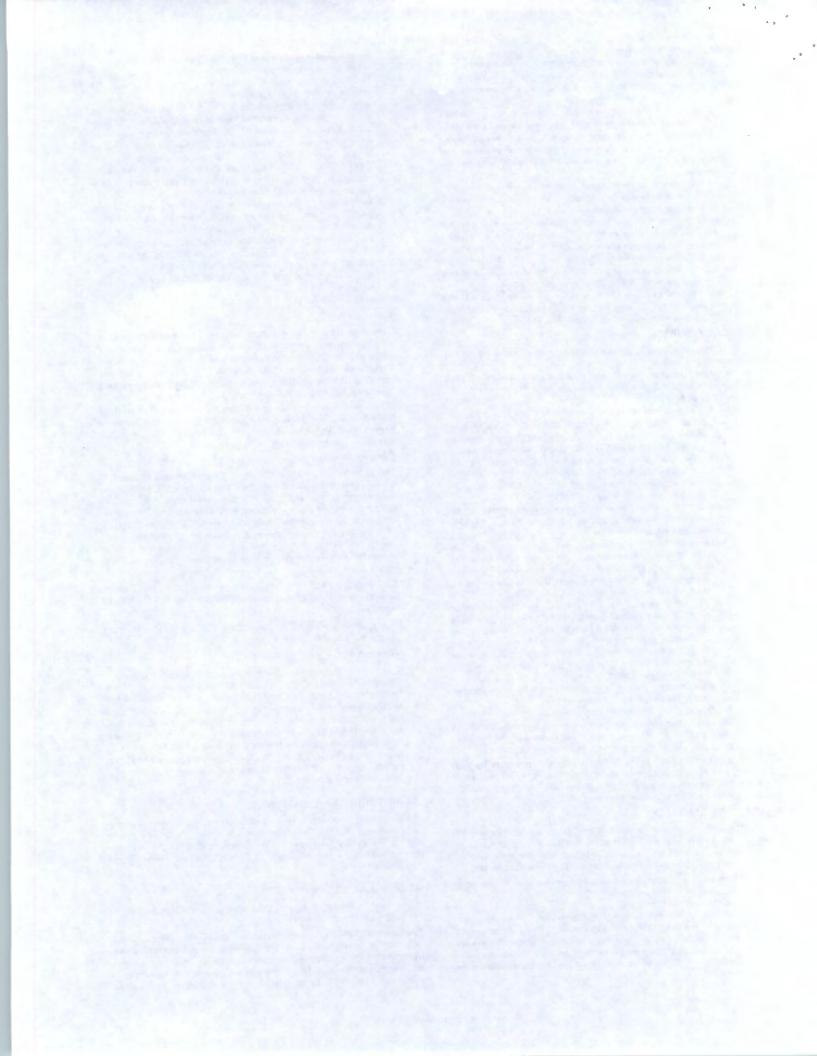
#### 5. TERRITORIAL APPLICATION

This insurance applies only to bodily injury or property damage which occurs: (a) for Coverages A and B, during the policy period within the policy territory; (b) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

#### 6. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"contractual liability" means liability expressly assumed under a contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named



insured will be done in a workmanlike manner;

"insured premises" for Coverage E, means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

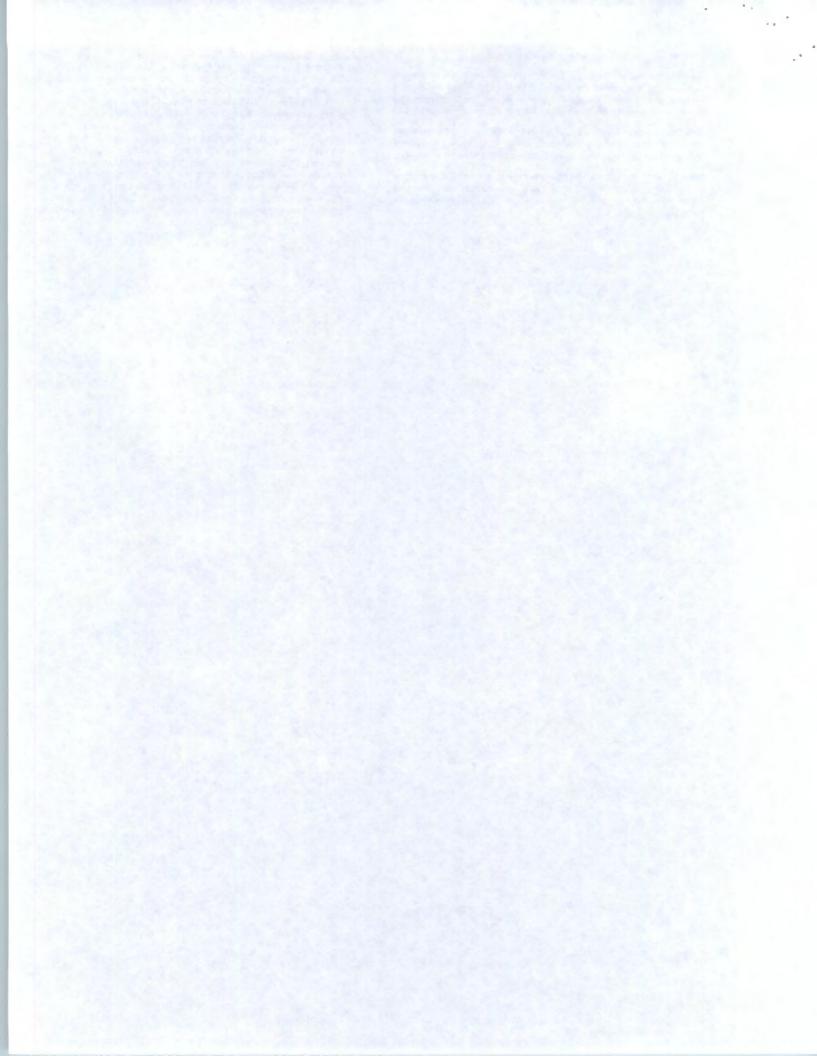
"medical expense" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"war hazard" includes all bodily injury and property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing.

#### 7. ADDITIONAL CONDITIONS

## (a) Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amoung payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.



# SAFECO

# POLICY CONDITIONS AND DEFINITIONS

#### GENERAL CONDITIONS

The following Conditions apply except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

- 1 Premium. All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.
  - If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.
  - If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the company prior to each anniversary date; if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the company.
- 2 Time of Inception. To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated
- 3 Cancellation. This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.
  - If the named insured cancels, the company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or lerider of unearned premium is not a condition of cancellation
  - Notice of cancellation addressed to the named insured and mailed to the mailing address shown in the Declaration shall be sufficient notice to effect cancellation of this policy
- 4 Concealment or Fraud. This policy is void if any insured has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.
- 5 Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon. However, if the named insured shall die, this insurance shall apply:
  - (a) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, or
  - (b) to the person having temporary custody of the property of the named insured but only until the appointment and qualification of the legal representative.
- 6 Subrogation
  - (a) In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.
  - (b) The company shall not be bound to pay any loss if the insured has impaired any right of recovery for loss, however, it is agreed that the insured may

- (1) as respects property while on the premises of the insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and
- (2) as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.
- 7 Inspection and Audit. The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.
  - The company may examine and audit the named insured's books and records at any time during the policy period and extensions and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.
- Liberalization Clause. In the event any filing is submitted to the insurance supervisory authorities on behalf of the company, and:
  - (a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception, and
  - (b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium;
  - the benefit of such extended or broadened insurance shall inure to the benefit of the **insured** as though the endorsement or substitution of form has been made.
- 9 Insurance Under More Than One Coverage, Part or Endorsement. In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the company shall not be liable for more than the actual loss or damage sustained by the insured.
- 10 Waiver or Change of Provisions. The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

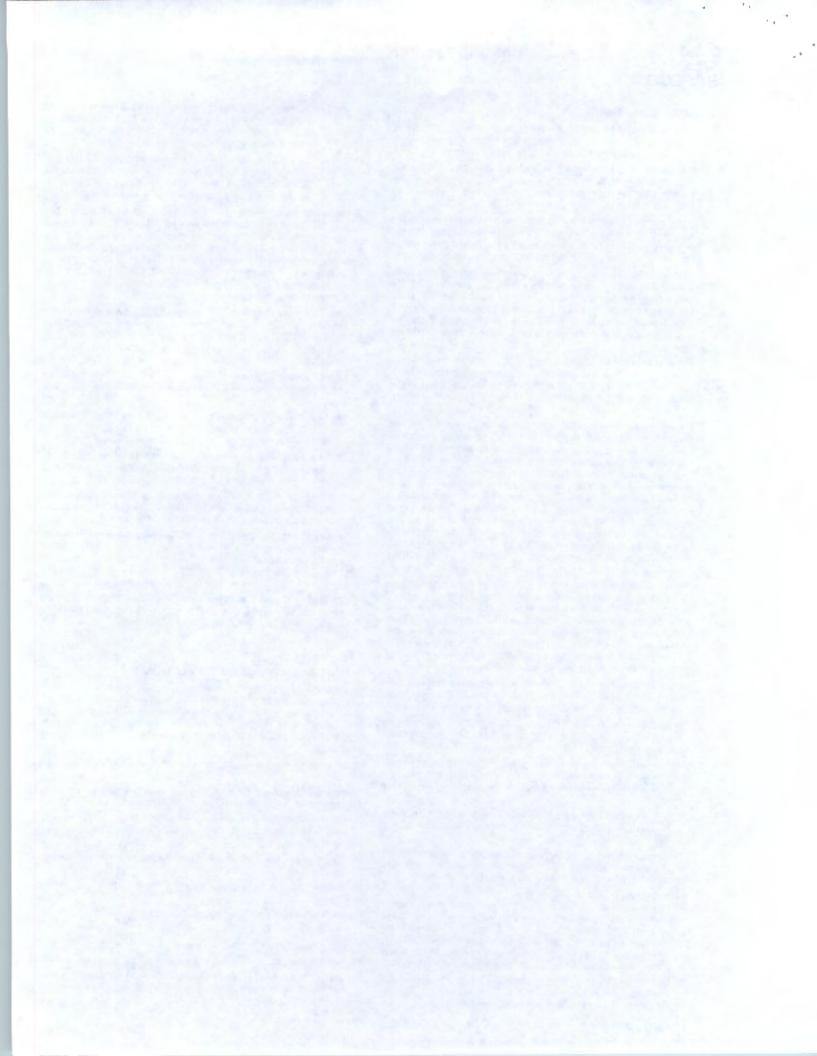
#### DEFINITIONS APPLICABLE TO SECTION II

We are in the process of making our policies easier to read Because there are so many different forms we cannot rewrite them all at one time. For a time then, where used in this policy, "you" and "your" refer to the "named insured" shown in the Declarations. "We," "Us" and "Our" refer to the company providing this insurance.

When used in this policy (including endorsements forming a part hereof):

- "Alcoholic Beverage Hazard" means bodily injury or property damage for which the insured or his indemnitee may be held liable
- (a) as a person or organization engaged in the business of manufacturing distributing, selling or serving alcoholic beverages, or
- (b) if not so engaged, as an owner or tessor of piemises used for such purposes.
- by reason of the selling, serving or giving of any alcoholic beverage
- (1) in violation of any statute, ordinance or regulation.
- (2) to a minor,
- (3) to a person under the influence of alcohol, or
- (4) which causes or contributes to the intoxication of any person.

but parts (2), (3) and (4) of this exclusion do not apply with respect to hability of the **insured** or his indemnitee as an owner or lessor described in (b) above.



"automobile" means a land motor vel trailer or semitrailer designed for travel on public roads (i, gluding any machinery or apparatus attached thereto), snowmobiles, all-terrain vehicles and similar equipment and trailers designed for use therewith, but does not include mobile equipment;

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"bailment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"Blanket Contractual Hazard" means liability assumed by the insured under any contract or agreement except an incidental contract; but this definition does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting thereform;

**"Broad Form Property Damage Hazard"** means property damage to

- (a) property used by the insured, or
- (b) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control.

but parts (a) and (b) of this definition do not apply with respect to liability under a written sidetrack agreement and part (b) of this definition does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured.

"Collapse Hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to

- (a) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work, or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof

The collapse hazard does not include property damage

- (a) arising out of operations performed for the **named insured** by independent contractors; or
- (b) included within the completed operations hazard or the underground property damage hazard; or
- (c) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs average from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the named insured under the contract have been completed.
- (b) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connumber with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations":

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks;

"Explosion Hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage

- (a) arising out of the explosion of air or stream vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or
- (b) arising out of operations performed for the named insured by independent contractors; or
- (c) included within the completed operations hazard or the underground property damage hazard; or
- (d) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (a) lease of premises. (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad. (c) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality. (d) sidetrack agreement. or (e) elevator maintenance agreement:

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

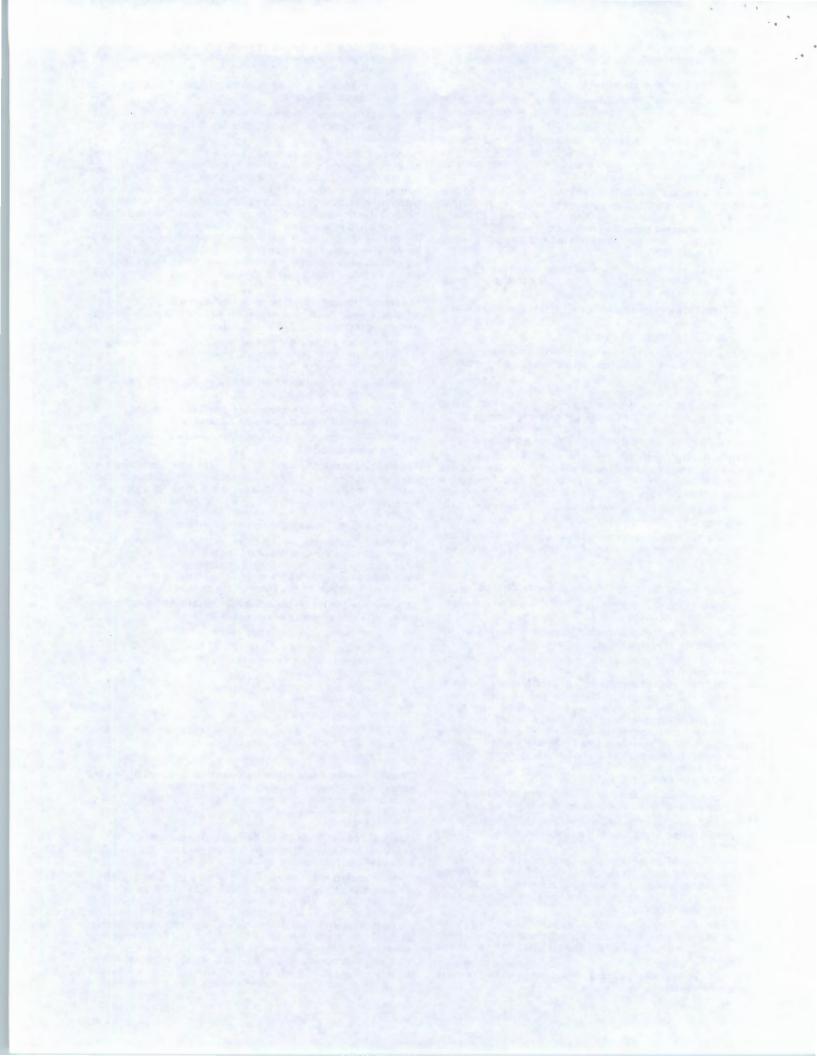
"Malpractice and Professional Services Hazard (Form A)" means bodily injury or property damage due to

- (a) the rendering of or failure to render
  - medical, surgical, dental, X-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
  - any service or treatment conducive to health or of a professional nature, or
  - (3) any cosmetic or tonsorial service or treatment,
- (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances, or
- (c) the handling of or performing of autopsies on dead bodies

"Malpractice and Professional Services Hazard (Form B)" means bodily injury or property damage due to the rendering of or failure to render any cosmetic, ear piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments.

"Malpractice and Professional Services Hazard (Form C)" means bodily injury or property damage due to the rendering of or failure to render any professional service

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled. (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle power cranes, shovels loaders, diggers and drills, concrete mixers (other than the mix in



transit type), graders, scrapers, tol. and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment, and geophysical exploration and well servicing equipment

"named insured" means the person or organization named in Item 1, of the declarations of this policy:

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an event including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means anywhere in the world, provided, however, that: (a) resulting claims are asserted within the United States of America, its possessions, or Canada, and (b) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others:

"property damage" means (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period:

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

"Underground Property Damage Hazard" includes underground propertry damage as defined herein and property damage to any other property at any time resulting therefrom "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

The underground property damage hazard does not include property damage

- (a) arising out of operations performed for the named insured by independent contractors, or
- (b) included within the completed operations hazard; or
- (c) for which liability is assumed by the insured under an incidental contract;

#### CONDITIONS APPLICABLE TO SECTION II

- 1 Supplementary Payments. The company will pay, in addition to the applicable limit of liability.
  - (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon.
  - (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, but the company shall have no obligation to apply for or furnish any such bonds.
  - (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies.
  - (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investiga-

tion or defer. The any claim or suit, including actual loss of earnings not  $t\overline{c}$  exceed \$25 per day

2 Premium. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the cloe of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured, the unearned portion paid by the named insured.

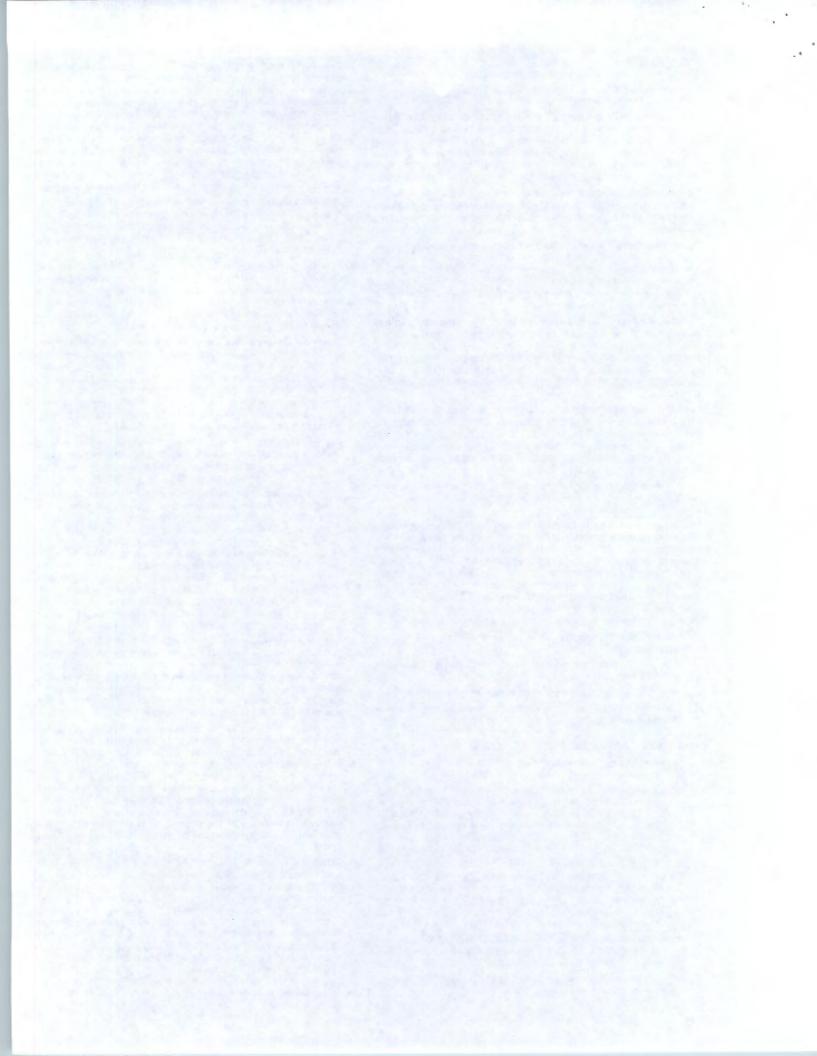
The **named insured** shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

- 3. Financial Responsibility Laws. Such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.
- 4 Insured's Duties in the Event of Occurrence, Claim or Suit.

  (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
  - (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
  - (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the accident.
- 5. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party in any action against the **insured** to determine the **insured**'s liability, nor shall the company be impleaded by the **insured** or his legal representative. Banknuptcy or insolvency of the **insured** or of the **insured**'s estate shall not relieve the company of any of its obligations hereunder.

6 Other Insurance. If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the insured (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss, except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the insured a combined limit of liability equal to the applicable limit of liability afforded by this policy insurance under this policy shall not be construed to be concurrent or contributing with any other insurance.



which is available to the insured. .

- 7 Arbitration. The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.
- 8. Annual Aggregate. If this policy is issued for a period in excess of one year, any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.

#### 9. Nuclear Exclusion.

This policy does not apply:

- (a) Under any Liability Coverage, to **bodily injury** or **property** damage
  - (1) with respect to which an **insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (b) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to damage resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- (c) Under any Liability Coverage, to damage resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom.
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the damage arises out of the furnishing by an **insured** of services, materials, parts or equipment in connec-

tion with the pigning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

As used in this exclusion

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof:

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof.

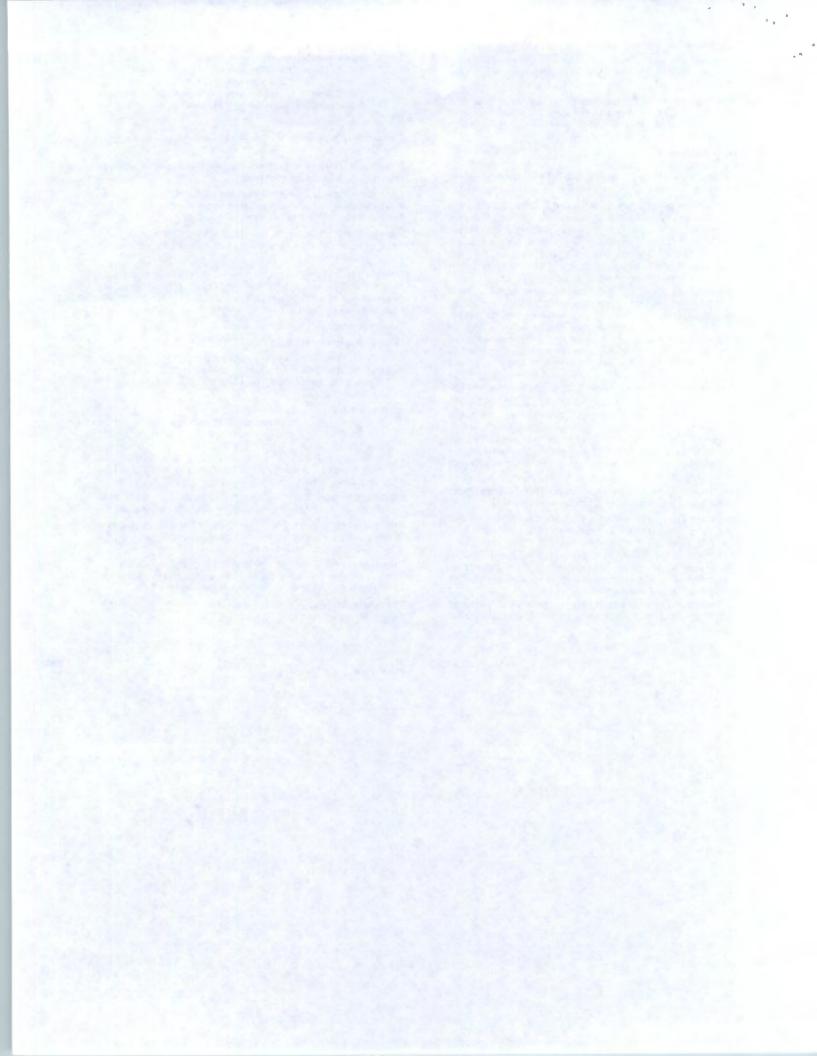
"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination theřeof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"property damage" includes all forms of radioactive contamination of property.





# POLLUTION

This endorsement alters the provisions for:

BLANKET LIABILITY INSURANCE — COVERAGES A AND B
COMMERCIAL TOP NOTCH INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
GROWERS' AND RANCHERS' LIABILITY INSURANCE — COVERAGES A AND B
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
SPECIAL MULTI-PERIL LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

It is agreed that the insurance does not apply to Bodily Injury\* or Property Damage caused by or resulting from the discharge of matter (either during the policy period or prior to its commencement) on or into water, land air or any other real or personal property; provided, however, that this endorsement shall not exclude insurance with respect to the discharge of matter, if the discharge is sudden, unexpected, unintentional and occurs during the policy period following the effective date of this endorsement.

When used in this Endorsement:

- (a) "discharge of matter" means the emission of matter through its release, spillage, leakage or by means of dumping, emptying, pumping or due to failure of any equipment or resulting from any other source or cause whatsoever;
- (b) "matter" means any substance (gas, liquid, or solid) of any description or origin.

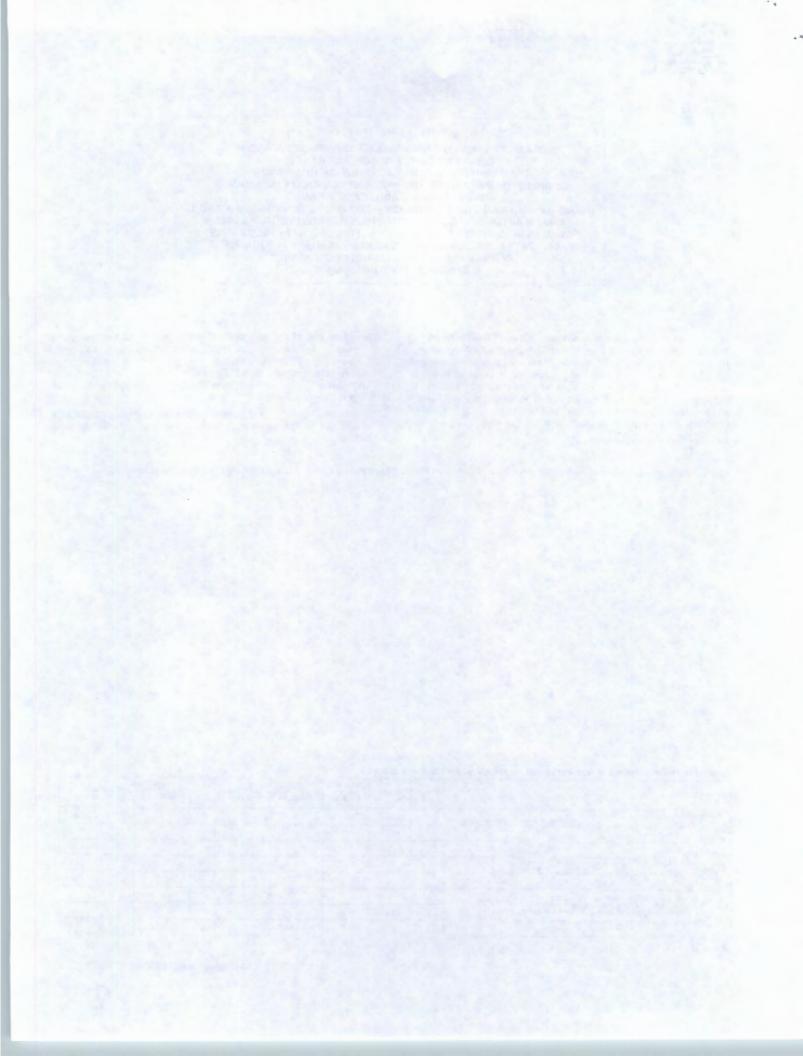
It is further agreed that this endorsement shall not apply to liability arising out of the ownership, maintenance, or use of any automobile.

\*In the event this form is attached to a Commercial Top Notch Policy "Personal Injury" shall be substituted for "Bodily Injury."

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED		COVER- AGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE (at the hour of day stated in the policy)					6	8	8	8	
POLICY NUMBER									
POLICY EXP. DATE	MPP ACCT. NUMBER								
ENDORSEMENT NUMBER	TYPING DATE							3	
SERVICE OFFICE									
S = SAFECO INSURANCE COMPANY OF AMERICA									
G = GENERAL INSURANCE COMPANY OF AMERICA F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA (Policy is issued by the company designated by initial)									
				TO	OTALS GROSS				

AUTHORIZED REPRESENTATIVE





## ADDITIONAL INSURED (EMPLOYEES)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BLANKET LIABILITY INSURANCE — COVERAGES A & B
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STORE KEEPERS' INSURANCE

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture,
- any partner or member thereof;
- 2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

This endorsement is executed by the	e company stated in the	declara	nions.				0	
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## SAFECO

### PERSONAL INJURY LIABILITY INSURANCE

#### 1. COVERAGE P-PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

- Group A false arrest, detention or imprisonment, or malicious prosecution;
- Group B the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- Group C wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply.

- (a) to liability assumed by the insured under any contract or agreement,
- (b) to personal injury ansing out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured,
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance:

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

#### 2. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) If the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

#### 3. LIMITS OF LIABILITY: INSURED'S PARTICIPATION

Regardless of the number of (a) insureds under this policy, (b) persons or organizations who sustain personal injury, or (c) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the declarations as "aggregate."

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured, provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

#### 4. ADDITIONAL DEFINITION

When used in reference to this insurance

"damages" means only those damages which are pavable because of personal injury arising out of an offense to which this insurance applies.

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	DECLARATIONS

Policy No. CP 646638

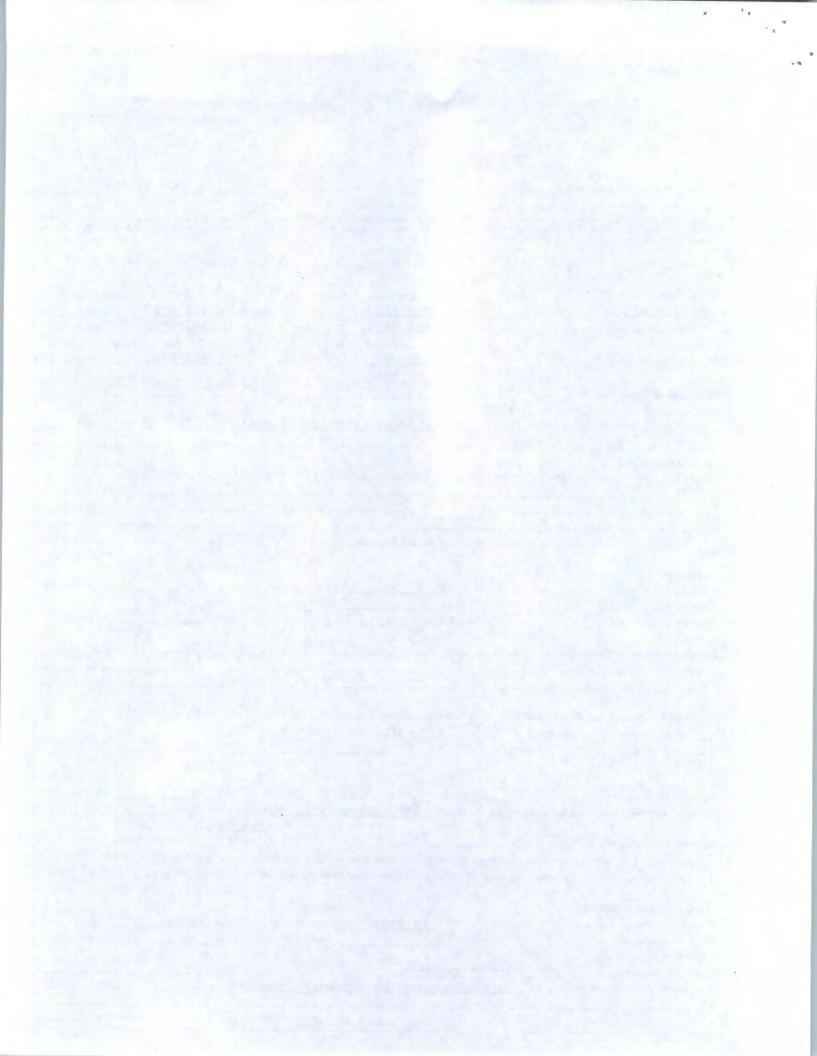
This schedule is attached to, and forms a part of the policy specified above.

Limits of Liability. No insurance is afforded under any coverage unless specific limits of liability as to such coverage are set forth below. The limit of the company's liability on account of each such coverage shall be as stated herein, subject to all of the terms of the policy or supplement attached having reference thereto.

Limits of Liability

LAADILITY				
LIABILITY	Coverage A	- Bodily Injury	Coverage B -	Property Damage
(a) Divided Limits Plan	\$ 300,000.	each occurrence	s_100,000.	each occurre
(1) Other Than Automobile	\$ 300,000.	aggregate	\$ 100,000.	aggregate
	Coverage C	- Bodily Injury		Property Damage
(2) Automobile	\$ 300.000.	each person		each occurre
		each occurrence		
(b) Combined Limits Plan	Coverages		\$	each occurre
(c) Coverage Forms				
The Liability Form attached hereto is entitled	BLANKET I	IABILITY INSURA	ANCE C-10	
(d) Hazards Excluded				
The following "hazards" as defined by the for	rm entitled "Conditions Ap	plicable Only to Section II	" are excluded therefro	om:
MEDICAL				
Coverage E - Premises	\$	each person	\$	each accident
Coverage F - Automobile	\$	each person		
Coverage M — Personal	\$	each person	\$	each accident
Coverage F				
Designation of person(s) insured:				
Designation of automobiles Division 1				
, -				
NO-FAULT AUTOMOBILE COVERAGES	X indicates coverage is a	pplicable.		
		deductible		
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Basic Personal Injury Protection  Additional Personal Injury Protection	s NIL.	deddettote	;	deductible
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Additional Personal Injury Protection PERSONAL INJURY	\$Cove	erage P  W/FXCL 'C finsured	d's participation	aggregate
Additional Personal Injury Protection  PERSONAL INJURY  Including an offense within the following groups	Cove of offenses 300,000.	erage P  W/FXCL 'C finsured		aggregate
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Additional Personal Injury Protection  ERSONAL INJURY  Including an offense within the following groups of the second sec	Cove of offenses 300,000.  verage is applicable. t of liability is the same as: - \$250 each occurrence is	shown for A and B but not applicable unless the box	ETED  t less than \$25,000 Corfor \$500 coverage is ch	aggregate  mbined Limits. necked. \$500
Additional Personal Injury Protection  PERSONAL INJURY Including an offense within the following groups of the second Liability — The limit Coverage L — Personal Liability — The limit Coverage N — Physical Damage to Property  JNINSURED MOTORISTS  Coverage U — Bodily Injury	Cove of offenses 300,000.  verage is applicable. t of liability is the same as:	shown for A and B but not applicable unless the box	d's participation ETED t less than \$25,000 Cor	aggregate  mbined Limits. necked. \$500
Additional Personal Injury Protection  PERSONAL INJURY Including an offense within the following groups of the Coverage L — Personal Liability — The limit Coverage N — Physical Damage to Property  JNINSURED MOTORISTS Coverage U — Bodily Injury Property Damage 1	Cove of offenses 300,000.  verage is applicable. t of liability is the same as: - \$250 each occurrence is	shown for A and B but not applicable unless the box	ETED  t less than \$25,000 Corfor \$500 coverage is ch	aggregate  mbined Limits. necked. \$500
Additional Personal Injury Protection  PERSONAL INJURY  Including an offense within the following groups of the second Liability    Coverage L — Personal Liability — The limit    Coverage N — Physical Damage to Property  JNINSURED MOTORISTS  Coverage U — Bodily Injury  Property Damage †  Where applicable by law.	Cove of offenses 300,000.  verage is applicable. t of liability is the same as: - \$250 each occurrence is	shown for A and B but not applicable unless the box	ETED  t less than \$25,000 Corfor \$500 coverage is ch	aggregate  mbined Limits. necked. \$500

This memorandum is for information only; it is not a contract of insurance but attests that a policy as numbered herein, and as it stands at the date of this cer-



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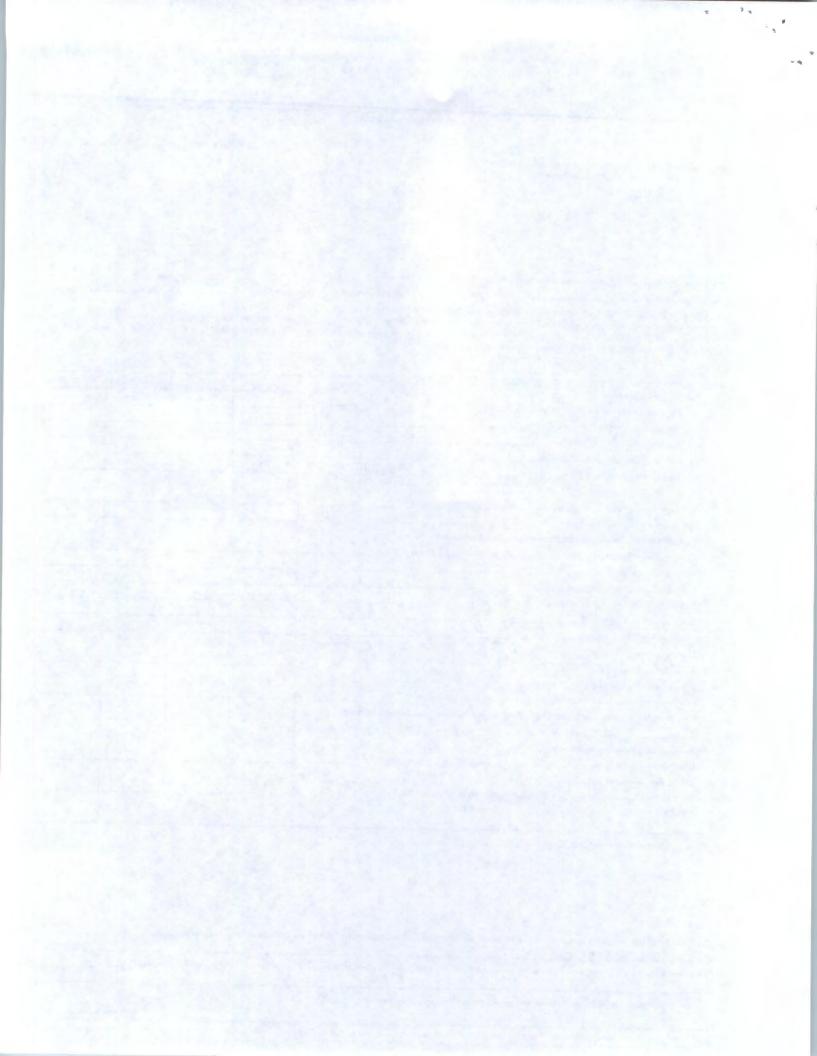
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#### SAFECO

In consideration of a return premiumXX	BE ADJUSTED	AT AUDIT			the inst	urance af	forded by this
policy with respect to the following coverage(s) _	'ADDITIONAL	INSURED	(VENDORS	BROAD	FORM)"	FORM	C-2113
s hereby eliminated.							
						•	
This endorsement is effective:			<i>(</i> )		20	i.	
4 23 77		Accepted	Jin X	Signature	of Named	Insured	CALEZ

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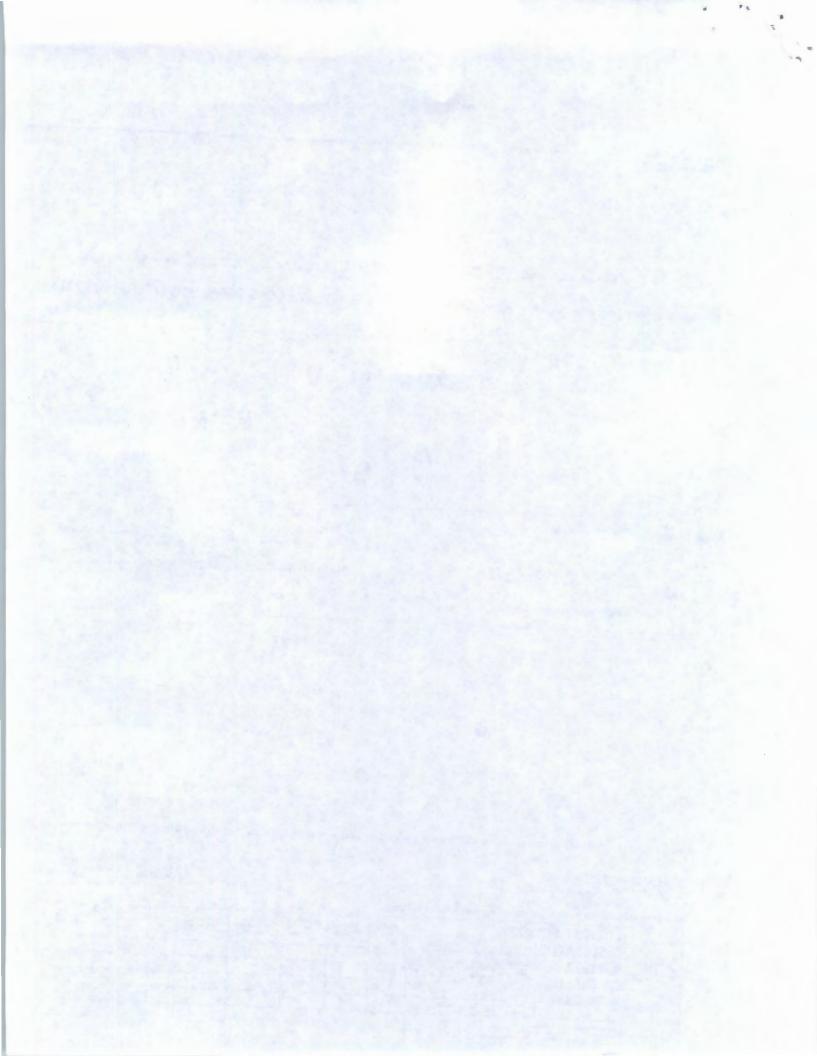
All terms and conditions of the policy, issued by the company stated in the declarations, remain unchanged except as amended by this endorsement.

Hammersla

(Time and date of signature)

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED	LINNTON PLY ASSOCIATION						OVER- AGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE	4-23-77	(at the hou	r of day stated i	n the po	licy)	1				\$	s	s	2	
POLICY OR BOND NUMBER	CP 646638	SERVICE OFFICE	RK:AC:	5	AT )	Ч	y							
POLICY EXP. DATE	4-23-79	MPP ACCT NUMBER		(	M	A	)							
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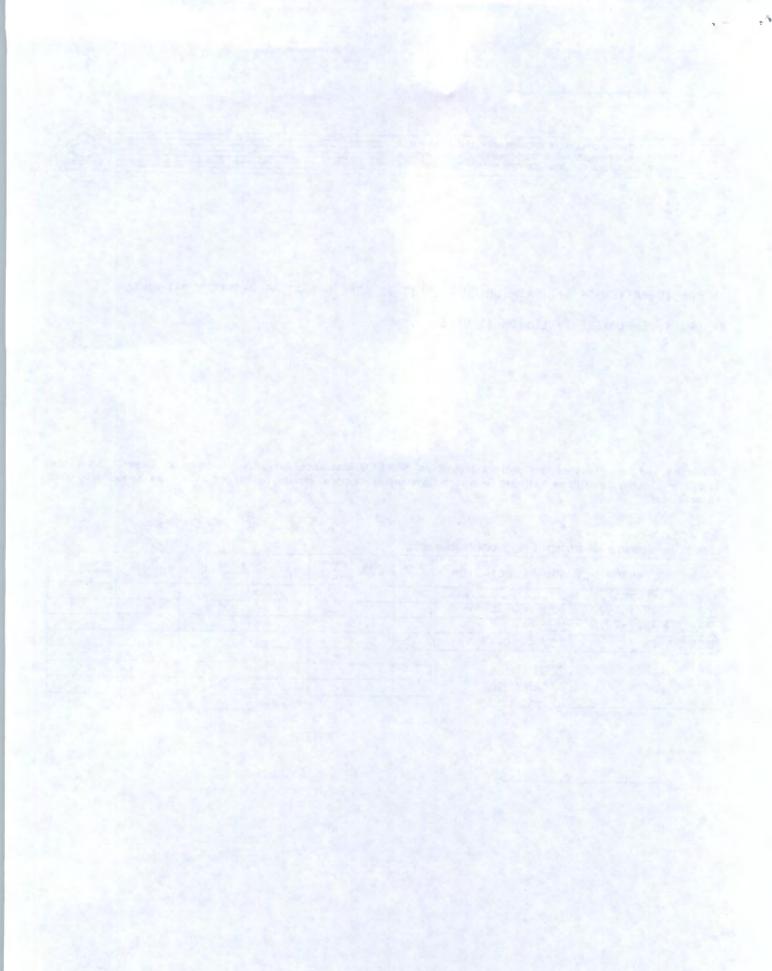
IN CONSIDERATION OF THE PREMIUM CHARGED IT IS AGREED THAT AS RESPECTS PERSONAL INJURIES, EMPLOYEES EXCLUSION IS DELETED.

			policy, issued									
Company	of America or	First Na	itional Insurance	Compan	ıy of An	nerica, i	remain ur	nchanged	exce	pt as am	ended by	this
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ENDORSEMENT		(at the	hour of day stated in the policy)		_		s	s		s	s	
POLICY	CP 150977	BRANCH	PORTLAND									
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# Protection Against UNINSURED MOTORISTS INSURANCE Change Endorsement (Attach to Your Policy)

It is agreed form C-1403 R1 (9/67), Protection Against Uninsured Motorists Insurance is attached to and forms a part of this policy.

Coverag	ge	Limits of Liability							
U. Uninsured Motorists		\$ 10,000	each person	\$ 20,000	each acciden				
Designated Insured	NAMED INSU	RED							
Description of Insured Highwa (Check appropriate bo									
	☐ An	y automobile owned by the	named insured						
	□· An	y private passenger autom	obile owned by the	named insured					
		y highway vehicle to whic ued to the named insured	h are attached dea	ler's license plate	es				
	a h	y highway vehicle designa ighway vehicle ownership iod by the named insured	of which is acquir	red during the pol					
		y mobile equipment owned the named insured	or leased by and i	registered in the r	name				

All terms and conditions of the policy issued by General Insurance Company of America remain unchanged except as amended by this endorsement.

The Hammersla SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED	LINNTON PLYWOO	ASSOCIATION	COVER-	CLASS OR CODE	SR/PR FACTOR	(FULL TERM) PREMIUM	RETURN PREMIUM	(FULL TERM) PREMIUM	ADDITIONAL
ENDORSEMENT	4-23-68	(at the hour of day stated in the policy)				s	s	s	5
POLICY NUMBER	CP 160977	BRANCH PORTLAND							
POLICY EXP. DATE	4-23-70	MPP ACCT NUMBER							
ENDORSEMEN NUMBER		TYPING 4-25-68							

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® SAFECO Insurance Company of America, registered trademark owner

Inda A. Levery PRESIDENT

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## Protection Against UNINSURED MOTORISTS INSURANCE (COVERAGE SUPPLEMENT)

#### COVERAGE U - UNINSURED MOTORISTS (Damages for Bodily Injury)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount hereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible far the **bodily injury** shall be conclusive, as between the **insured** and the company, of the issues of liability of such person ar organization or of the amount of **damages** to which the **insured** is legally entitled unless such judgment is entered pursuant to an action prosecuted by the **insured** with the written cansent of the company.

#### Exclusions

This insurance daes not apply:

- (a) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this insurance shall without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
- (b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or ony relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives:
- (c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier ar any person or arganization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

#### II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;
- (b) any other person while occupying an insured highway vehicle;
- (c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each **insured**, except with respect to the limits of the company's liability.

#### III. LIMITS OF LIABILITY

Regardless of the number of **insureds** under this policy, the compony's liability under this insurance is limited as follows:

(a) The limit of liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as

the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.

- (b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by
  - all sums paid on account of such bodily injury by or on behalf of
    - (i) the owner or operator of the uninsured highway vehicle and
    - (ii) any other person ar organization jointly or severally liable together with such owner or operator for such bodily injury,

including all sums paid under the **bodily injury** liability coverage of the policy, and

- (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.
- (c) Any payment made under this insurence to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the bodily injury liability coverage of the policy.
- (d) The company shall not be obligated to poy under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

#### IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

#### V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"designated insured" means an individual named in the declarations under Designated Insured;

"highway vehicle" means a land motor vehicle or trailer other than

- (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
- (b) a vehicle operated on rails or crawler-treads, or
- (c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a highway vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying of the time of the accident, provided:

- (a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;
- (b) the insured or someone on his behalf shall have reported the accident within 24 haurs to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under

(Continued on reverse side)

oath that the **insured** or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle:

- (a) described in the declarations as an insured highway vehicle to which the bodily injury liability coverage of the policy applies;
- (b) while temporarily used as a substitute for an insured highway vehicle as described in subporagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured highway vehicle" shall not include:

- (i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;
- (ii) a vehicle while being used without the permission of the owner;
- (iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or
- (iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

#### (b) a hit-and-run vehicle:

but the term "uninsured highway vehicle" shall not include:

- (i) an insured highway vehicle,
- (ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar low,
- (iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

#### VI. ADDITIONAL CONDITIONS

#### A. Premium

If during the policy period the number of insured highway vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

#### B. Proof of Claim; Medical Reports.

As soon as practicable, the insured or other person making

claim shall give to the company written proof of claim, under aath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

#### C. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

#### D. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

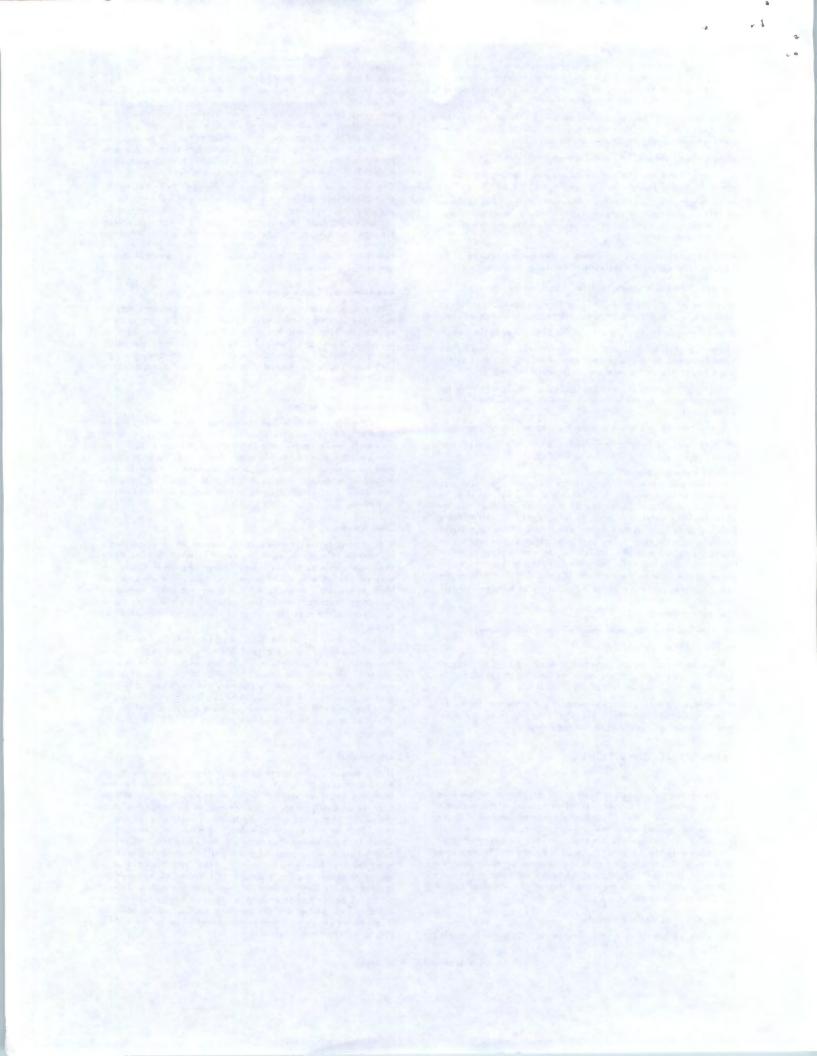
#### E. Other Insurance.

With respect to bodily injury to an insured while occupying a highway vehicle not awned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing poragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

#### F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration are agreed to between the insured and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.



#### G. Trust Agreement.

In the event of payment to any person under this insurance:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of o recovery, the company shall be reimbursed

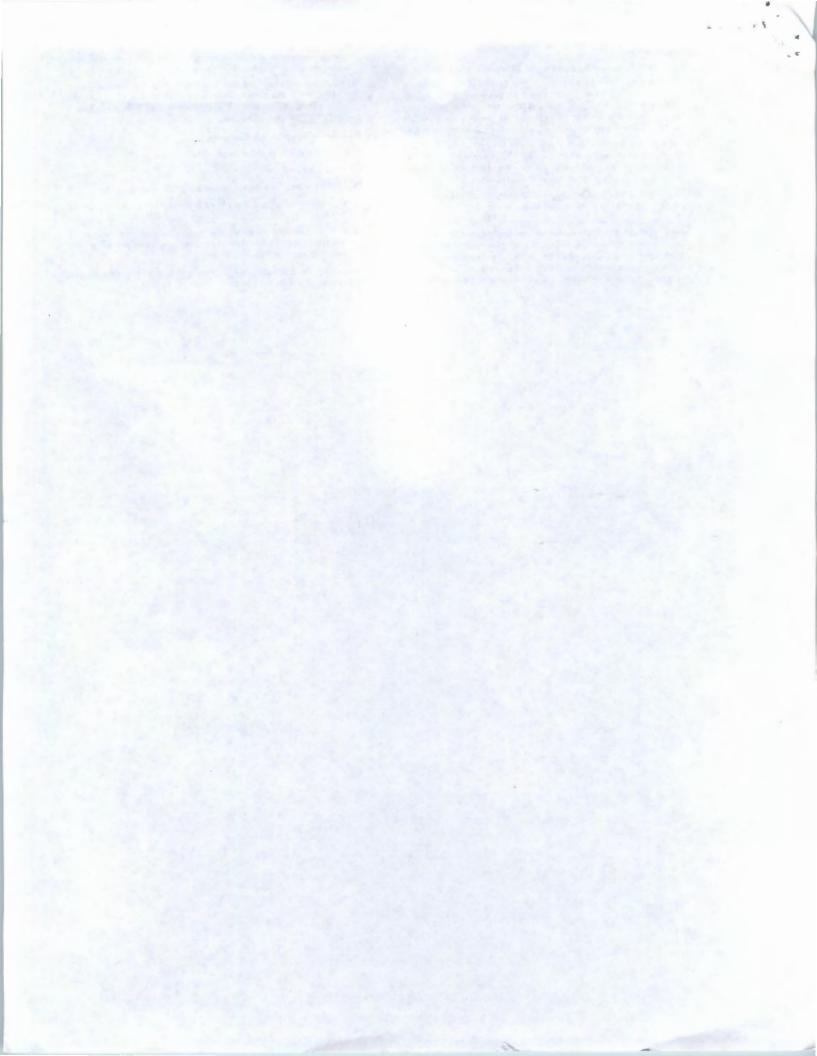
- out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;
- (e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

#### H. Payment of Loss by the Company.

Any amount due hereunder is payable

- (a) to the insured, or
- (b) if the insured be a minor to his parent or guardian, ar
- (c) if the insured be a deceased to his surviving spouse, otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

pravided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.



Marsh & McLennan, Incorporated 1100 Georgia Pacific Building Portland, Oregon 97204 503 226-9500

April 27, 1981

Linnton Plywood Association P. O. Box 03128 Portland, Oregon 97203

Attention: Mr. E. M. Griffin

Gentlemen:

COMPREHENSIVE PUBLIC LIABILITY
INCLUDING AUTO LIABILITY & PHYSICAL DAMAGE
GENERAL INSURANCE #CP 646638-A

Enclosed is the Anniversary Endorsement and our invoice in amount of \$18,921. continuing coverage under the captioned for a further period from April 23, 1981 to April 23, 1982.

Limits remain at \$300,000 Bodily Injury and \$100,000 Property Damage for both business and automobile. Auto physical damage is provided as specifically scheduled. Open Stock Burglary coverage remains at \$3,000.

The Company used the audited payrolls and sales figures as a basis for the April 23, 1980/81 deposit premium. Additional credit has been granted this year and the current deposit premium of \$18,921. contrasts to last year's deposit premium of \$22,911.

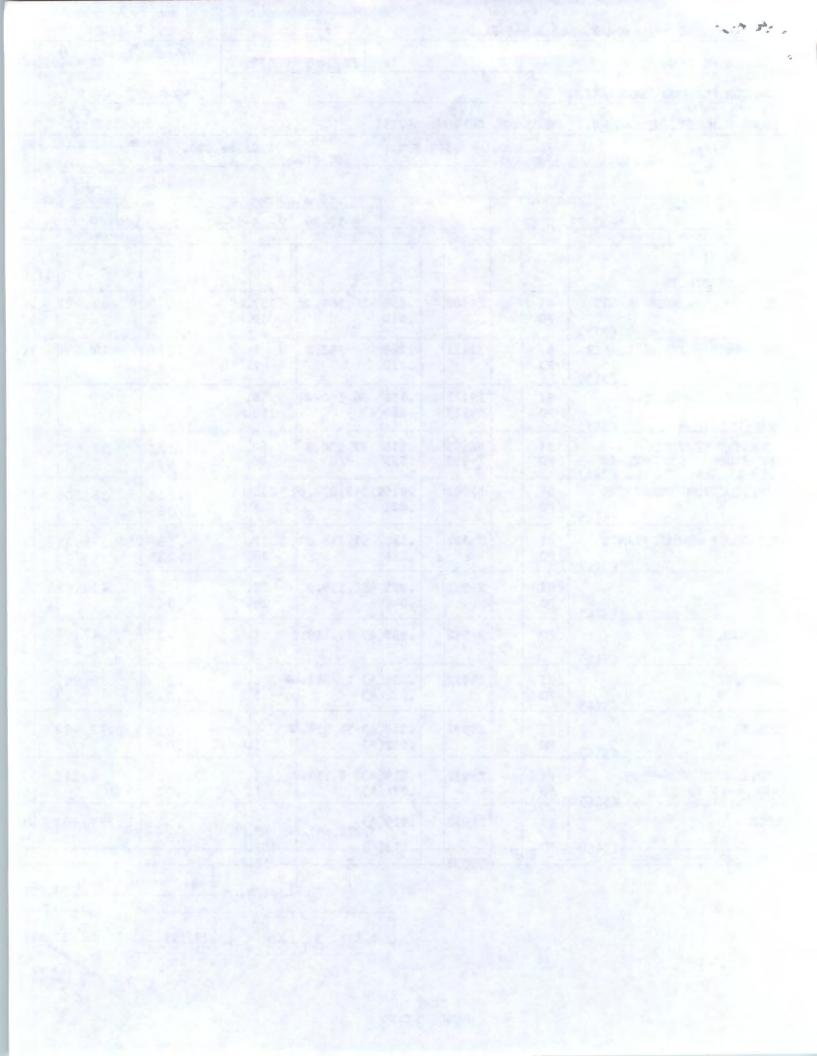
Additionally, you will note the Anniversary Endorsement also includes the detailed Audit for the period April 23, 1980/1981 which results in a premium refund of \$1,874. for which our credit is attached. If the payroll and sales figures which were acquired by the Company auditor are correct, the Audit is in order.

Yours very truly,

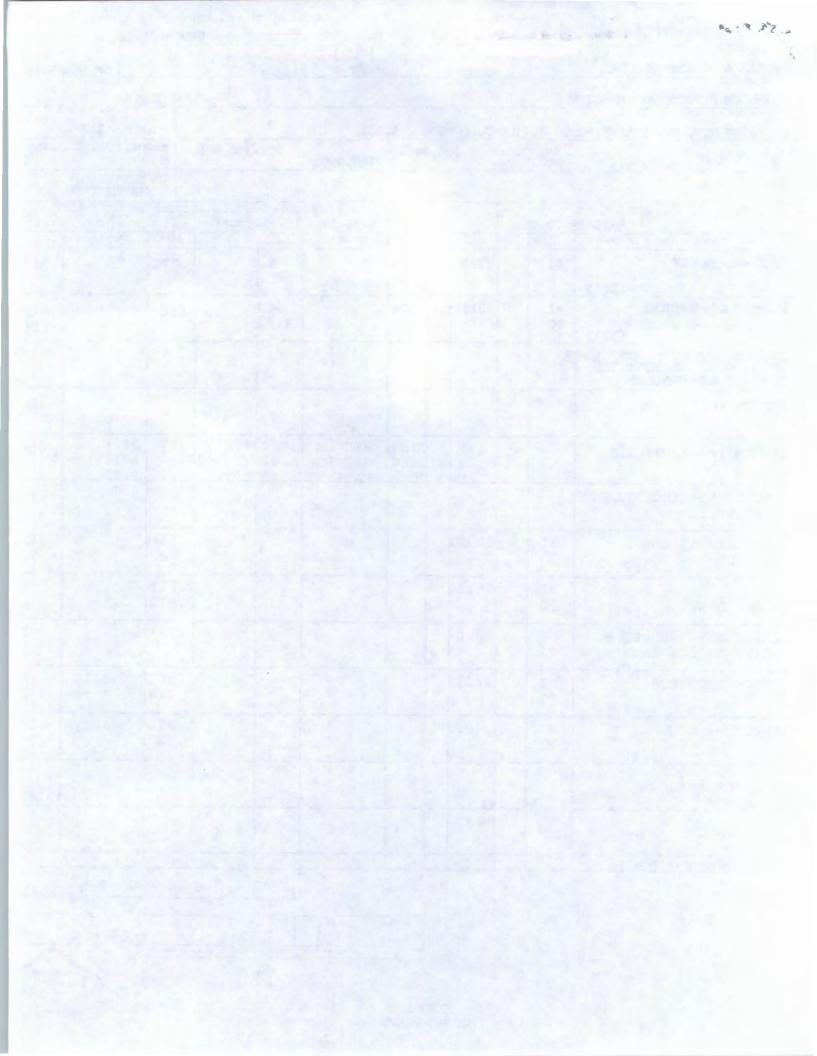
H. A. Stevens

Senior Vice President

/lm Enclosures



SAFECO 1 of 2							Statement of Adjusted and/or Advance Premium								
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Marsh & McLennan, Incorporated 1100 Georgia Pacific Building Portland, Oregon 97204 503 226-9500

April 29, 1980

Linnton Plywood Association P. O. Box 03128 Portland, Oregon 97203

Attention: Mr. E. M. Griffin

Gentlemen:

COMPREHENSIVE PUBLIC LIABILITY
INCLUDING AUTO & AUTO PHYSICAL DAMAGE
GENERAL INSURANCE #CP 646638-A

Enclosed is the Anniversary Endorsement and our invoice in amount of \$23,281. continuing coverage under the captioned for a further period from April 23, 1980 to April 23, 1981.

Limits remain at \$300,000 Bodily Injury and \$100,000 Property Damage for both business and automobile. Auto physical damage is provided as specifically scheduled. Open Stock Burglary coverage remains at \$3,000.

The Company used the audited payrolls and sales figures as a basis for the April 23, 1980-1981 deposit premium. Additional credit has been granted this year and the premium has decreased from last year even though the exposures have increased.

You are aware that Bill Walsh has a separate insurance policy covering his trucks.

Yours very truly,

H. A. Stevens Vice President

/1m Enclosures



### CONTRACTUAL LIABILITY — AUTO ENDORSEMENT

This endorsement alters the provisions for:

BLANKET LIABILITY INSURANCE

Exclusion (a) of Section I is amended to include the following:

This exclusion also does not apply to the Blanket Contractual Hazard as respects any automobile owned or operated by or rented or loaned to any insured.

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

MISURED LINNTON PLYWOOD ASSOCIATION				CLASS OR CODE	UNEARNED SR PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	(FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
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NUMBER CP 646638-A										
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CP 646638-A

INSURED: LINNTON PLYWOOD ASSOCIATION

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY - WAIVER OF COLLISION DEDUCTIBLE

The following is added to section D. of the PHYSICAL DAMAGE INSURANCE:

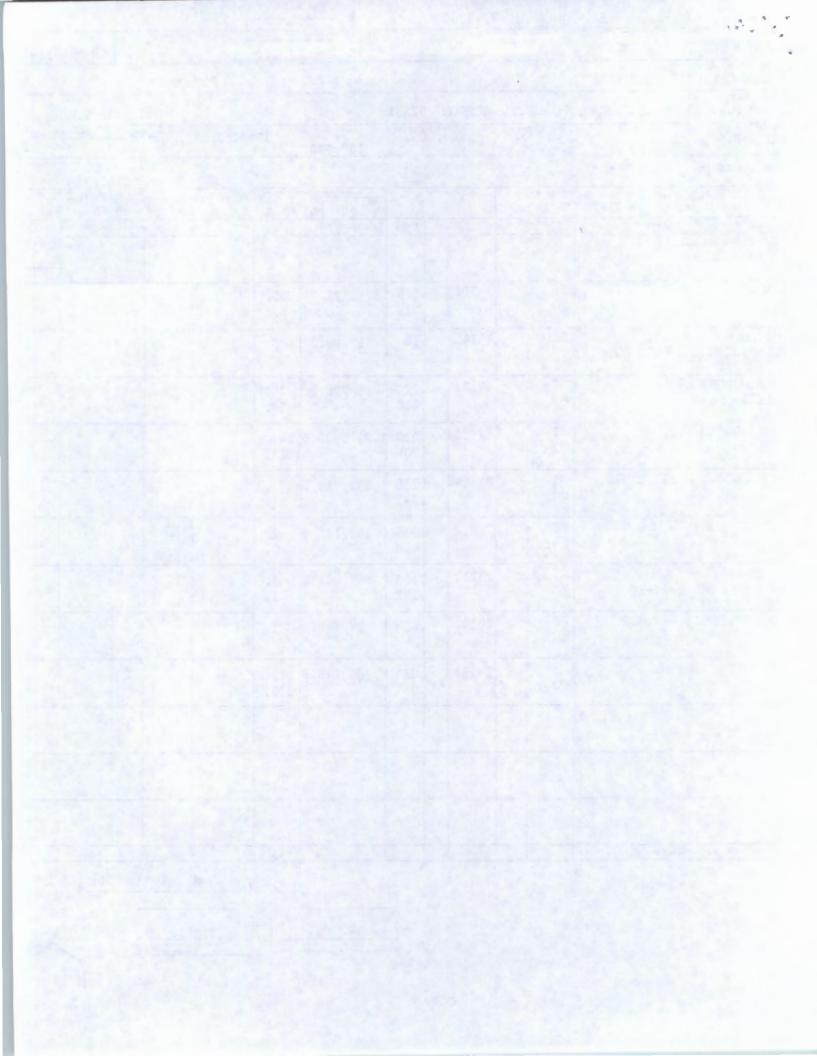
- 4. No collision coverage deductible will apply if a collision involves your covered:
  - a. private passenger auto, or
  - b. pickup truck, or
  - c. panel truck, or
  - d. sedan delivery auto, or
  - e. self-propelled mobile home equipped as living quarters,

with another **auto** insured by SAFECO Insurance Company of America, SAFECO National Insurance Company, General Insurance Company of America, or First National Insurance Company of America.

EFF: 4-23-80 EXP. 4-23-81 F:TO:JRS:5:8 4-7-80

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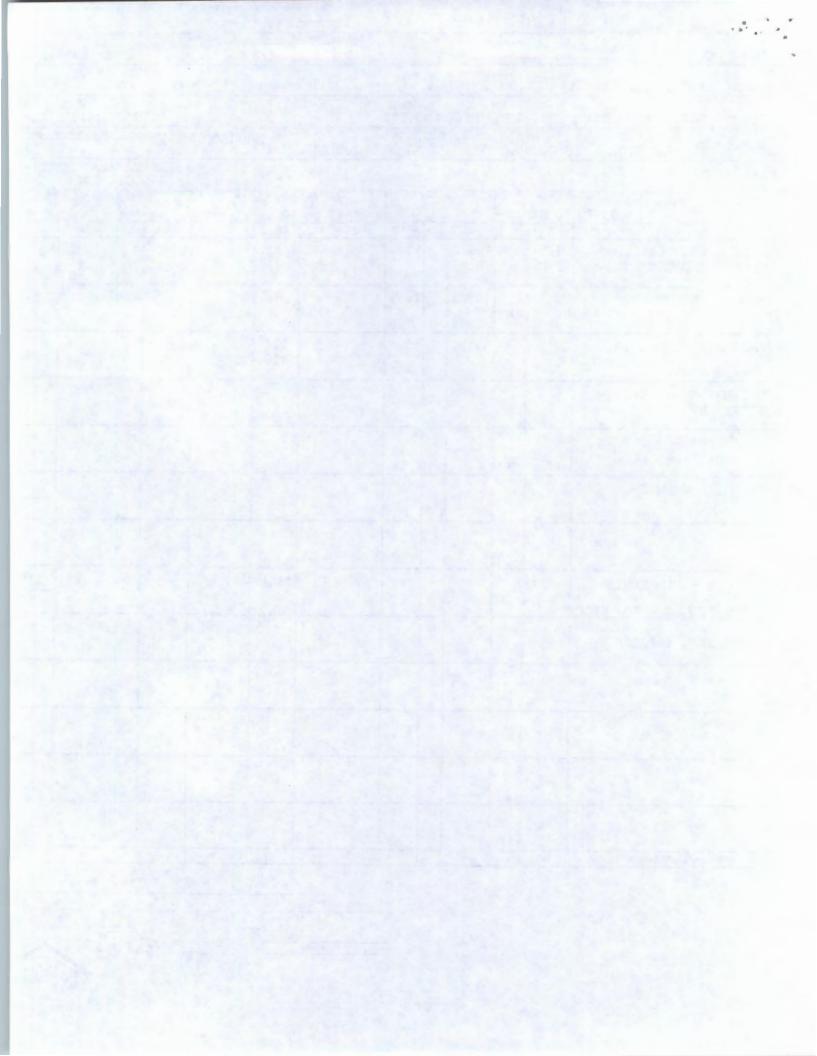
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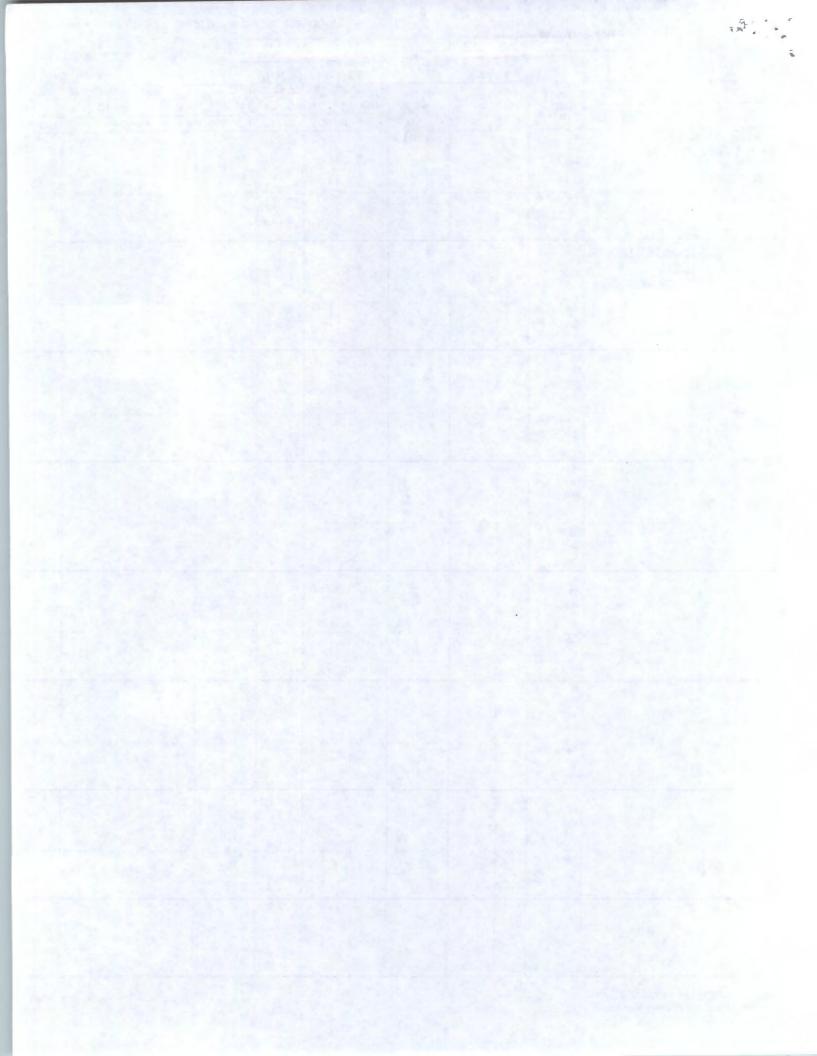
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Marsh & McLennan, Incorporated 1100 Georgia Pacific Building Portland, Oregon 97204 503 226-9500

April 29, 1980

Linnton Plywood Association P. O. Box 03128 Portland, Oregon 97203

Attention: Mr. E. M. Griffin

Gentlemen:

COMPREHENSIVE PUBLIC LIABILITY
INCLUDING AUTO & AUTO PHYSICAL DAMAGE
GENERAL INSURANCE #CP 646638-A
AUDIT: 4-23-79 to 4-23-80

We are enclosing Audit and our invoice in amount of \$4,444. representing additional premium for period April 23, 1979 to April 23, 1980. Of this amount, \$1,523. represents premium payable to Linnton Plywood from Bill Walsh for addition of the 1979 Mack Truck effective June 25, 1979.

The additional premium is solely a result of increased payrolls and sales as outlined on the attached exhibit.

If the figures which were acquired by the Company auditor are correct, the Audit is in order.

Yours very truly,

H. A. Stevens Vice President

/1m Enclosures

William Street, Street

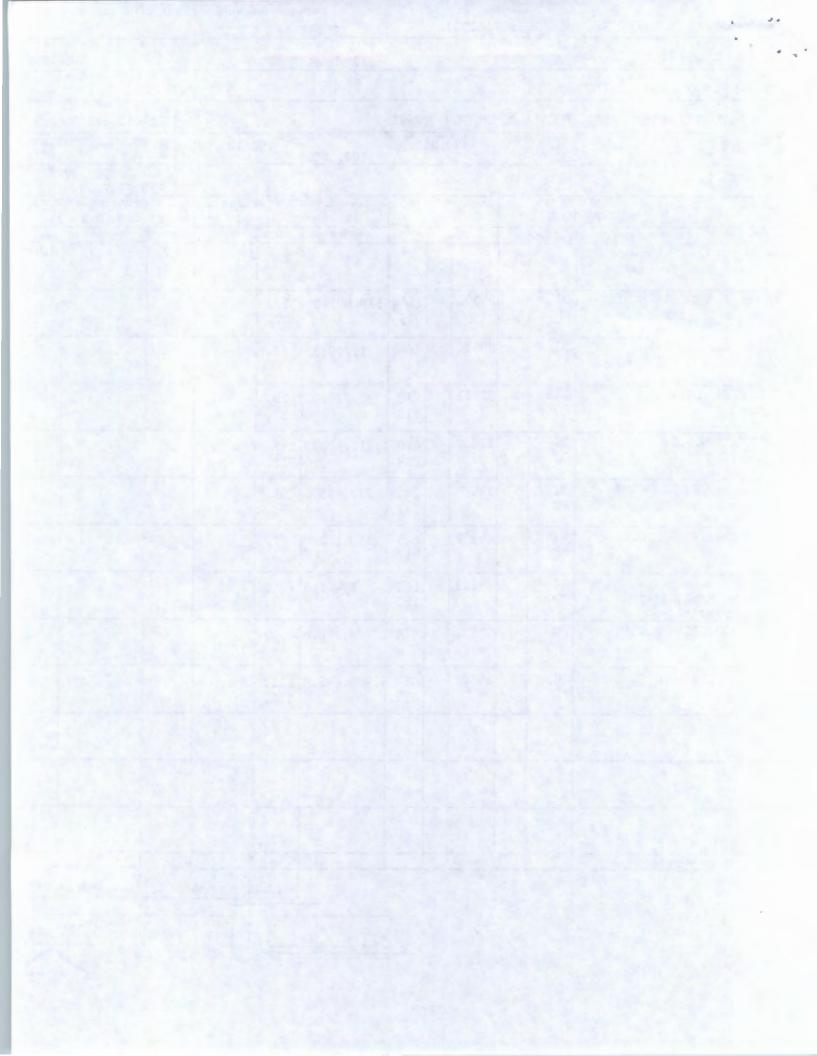
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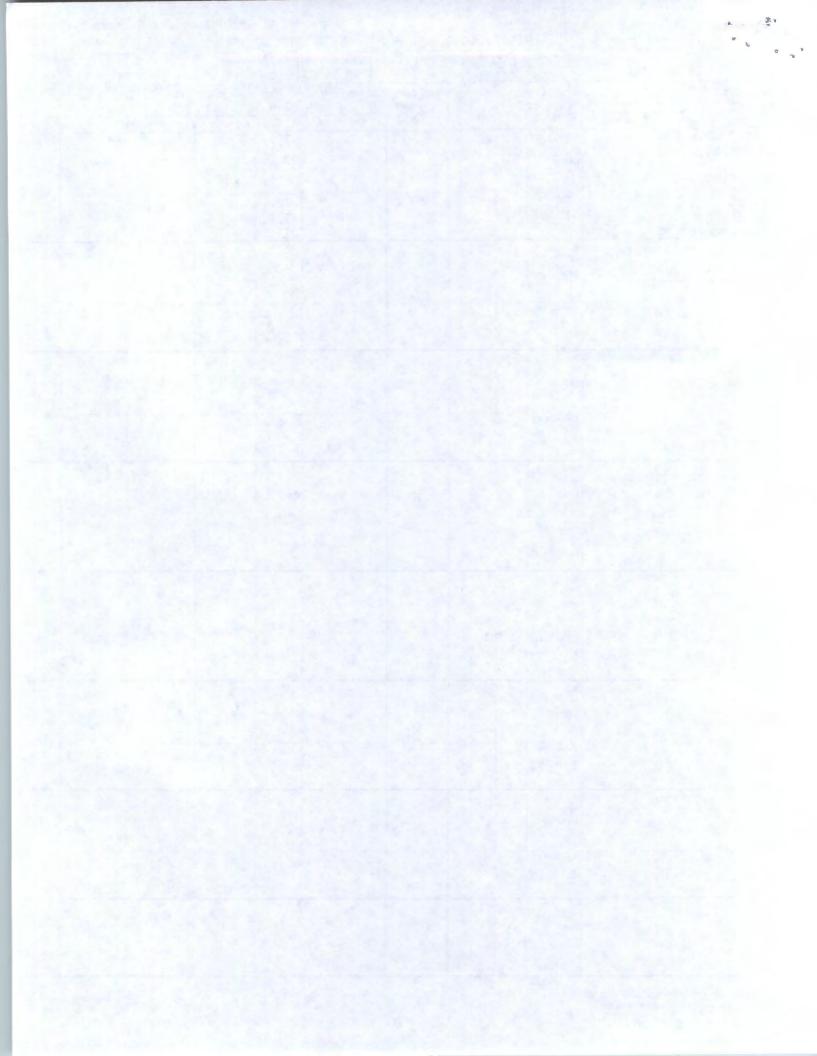
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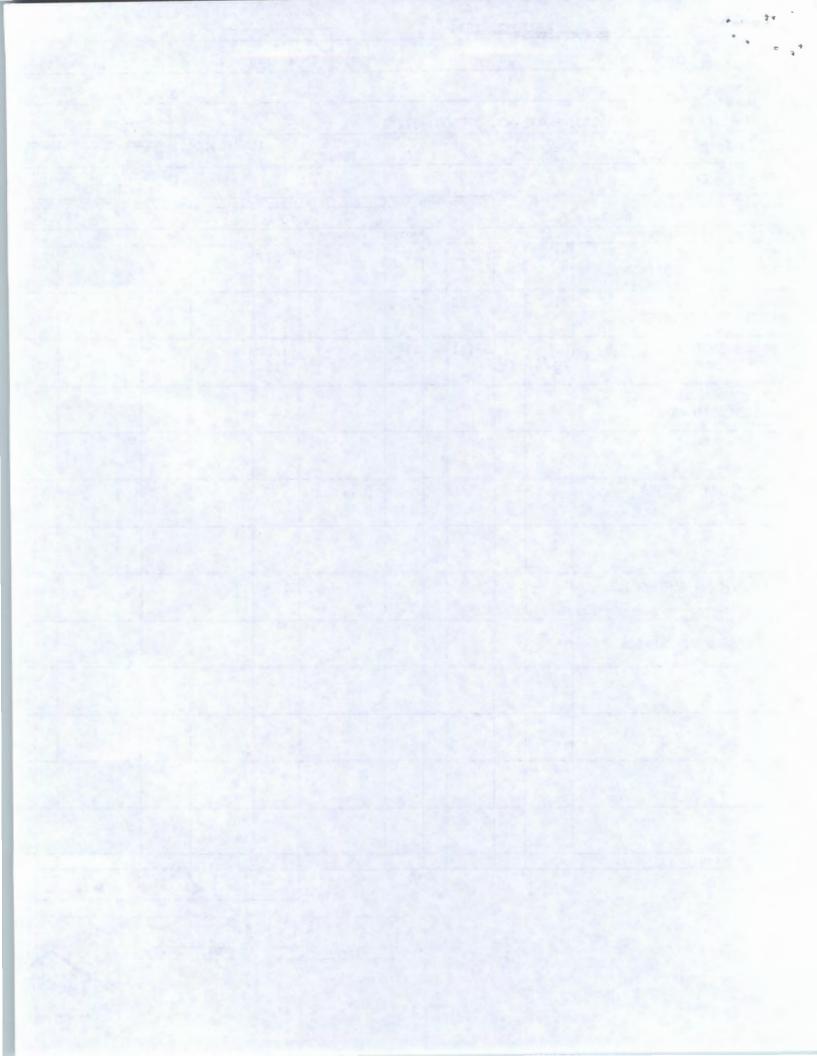
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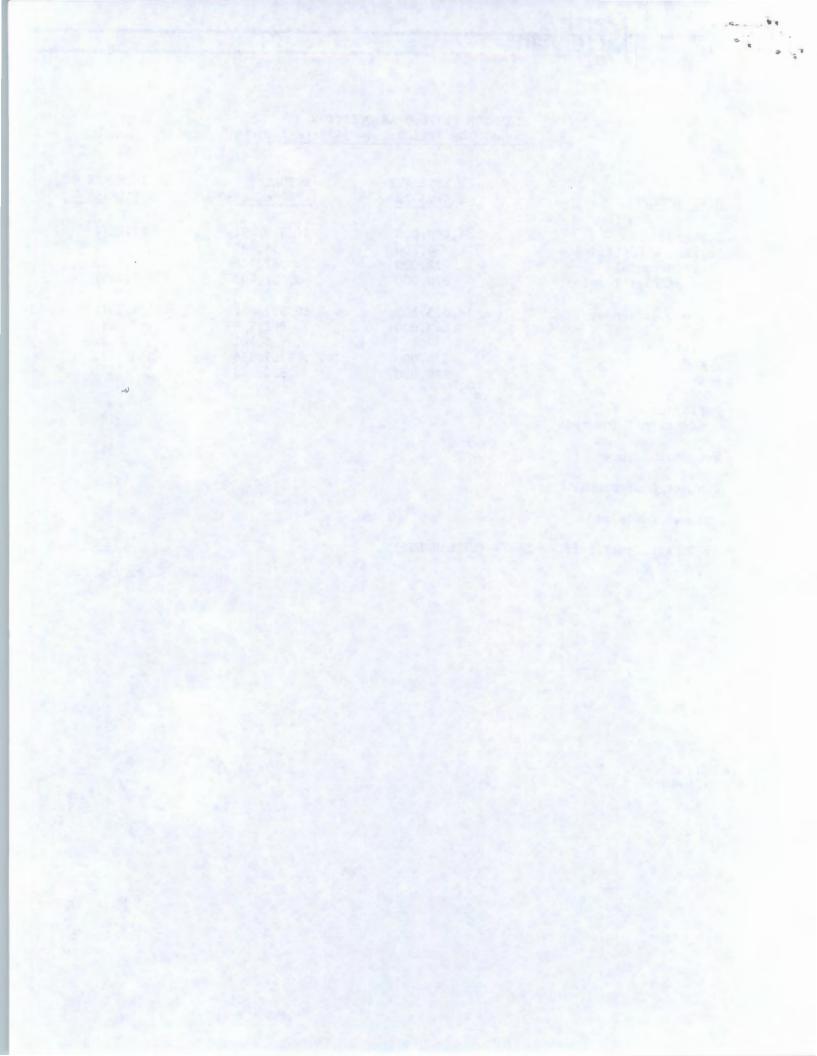


Marsh& Mclennan

# LINNTON PLYWOOD ASSOCIATION AUDIT FOR PERIOD: 4-23-79 to 4-23-80

DESCRIPTION	ESTIMATE 4-23-79	ACTUAL 4/79 to 4/80	INCREASE OR DECREASE
Plywood Logging & Lumbering	\$4,000,000 34,800	\$4,579,491 36,500	\$1,037. 3.
Bldg. Materials Sub-contract Logging	21,000 870,000	47,726 2,081,400	132. 1,259.
Plywood or Veneer Chip Lumber Cores Logs	18,635,102 643,000 -0- 184,000 830,000	18,397,687 802,123 5,401 207,246 4,536,048	( 151.) 15. 2. 1. 237.
Employees as Additional Insureds			58.
Personal Injury			56.
Blanket Contractual			243.
Unknown Exposure			29.
1979 Mack Truck, eff. 6-25-	79 (BILL WALSH)		1,523.
			\$4,444.

MK: 1m 4-29-80



S = SAFECO INSURANCE COMPANY OF AMERICA

CP 646638-A

G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: 4333 BROOKLYN AVE. N.E., SEATTLE, WASHINGTON 98185 (Coverage is provided by the company designated by initial, a stock insurance company herein called the company)

Item 1. Named Insured and Mailing Address (Number, Street, Town, County, State, ZIP Code)

Commercial Policy **Declarations** 

LINNTON	PLYV	<b>NOOD</b>	ASSOCIA	MOITA
10504 N.	W.	ST.	HELENS	ROAD
PORTLAND	, OF	REGON	97231	l

MPP ACCOUNT NO.

Business of Named Insured is: PLYWOOD MFG.

The Named Insure	ed is Individual	Corp.	Po	rtnership		Joint Venture	X Oth	ner AS	SOC	IATION	
	12:01 A.M. Standard Time location of designated pre		From:	APRIL	23,	1979	To:	APRIL	23,	1982	

THE COMPANY AGREES TO INSURE THE NAMED INSURED IN ACCORDANCE WITH THE PROVISIONS OF THE FORMS AND SCHEDULE(S) ATTACHED HERETO.

SECTION	COVERAGE	AS PROVIDED UNDER SCHEDULE(S)
	Policy Conditions and Definitions Form:	
I PROPERTY COVERAGE	Location of premises: (Enter "same" if some location as above)  1.  2.  3.  4.  5.	
	6.  Liability	
	(1) Other than Automobile (2) Automobile	Α
II LIABILITY COVERAGE	(3) Personal Medical Payments (1) Premises	
	(2) Automobile (3) Personol Uninsured Motorists	
III	CRIME	Α
IV	AUTOMOBILE	A
414.18		

Item 4. Provisional premium subject to oudit:

If paid in odvance. . . . . . . . . .

If paid in installments, the first year installment is. . . . . . . . .

29,910.

AND THE POLICY IS SUBJECT TO ANNUAL BERTING RATED
MARSH & MCLENIAN, IN CORP.

Countersignature. City or Town and Date lovens

Agent

This policy has been signed for the company, designated by initial on the declarations page, by its president and secretary and shall not be valid unless countersigned by an authorized representative of the company.

Hammersla

Bruce maines

# SAFECO

# POLICY CONDITIONS AND DEFINITIONS

#### **GENERAL CONDITIONS**

The following Conditions apply except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

- Premium. All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.
  - If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.
  - If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium must be paid to the company prior to each anniversary date; if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the company.
- Time of Inception. To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.
- 3. Cancellation. This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the mailing address shown in the Declarations, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the **named insured** cancels, the company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Notice of cancellation addressed to the **named insured** and mailed to the mailing address shown in the Declaration shall be sufficient notice to effect cancellation of this policy.

- Concealment or Fraud. This policy is void if any insured has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.
- Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon. However, if the named insured shall die, this insurance shall apply:
  - (a) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such; or
  - (b) to the person having temporary custody of the property of the named insured but only until the appointment and qualification of the legal representative.
- 6. Subrogation.
  - (a) In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
  - (b) The company shall not be bound to pay any loss if the insured has impaired any right of recovery for loss; however, it is agreed that the insured may:

- as respects property while on the premises of the insured, release others in writing from liability for loss prior to loss, and such release shall not affect the right of the insured to recover hereunder, and
- (2) as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.
- 7. Inspection and Audit. The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

- Liberalization Clause. In the event any filing is submitted to the insurance supervisory authorities on behalf of the company, and:
  - (a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and
  - (b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium;

the benefit of such extended or broadened insurance shall inure to the benefit of the **insured** as though the endorsement or substitution of form has been made.

- 9. Insurance Under More Than One Coverage, Part or Endorsement. In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the company shall not be liable for more than the actual loss or damage sustained by the insured.
- Waiver or Change of Provisions. The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

### DEFINITIONS APPLICABLE TO SECTION II

We are in the process of making our policies easier to read. Because there are so many different forms we cannot rewrite them all at one time. For a time then, where used in this policy, "you" and "your" refer to the "named insured" shown in the Declarations. "We," "Us" and "Our" refer to the company providing this insurance.

When used in this policy (including endorsements forming a part hereof):

"Alcoholic Beverage Hazard" means bodily injury or property damage for which the insured or his indemnitee may be held liable

- (a) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
- (b) if not so engaged, as an owner or lessor of premises used for such purposes.

by reason of the selling, serving or giving of any alcoholic beverage

- (1) in violation of any statute, ordinance or regulation,
- (2) to a minor,
- (3) to a person under the influence of alcohol, or
- (4) which causes or contributes to the intoxication of any person; but parts (2), (3) and (4) of this exclusion do not apply with respect

but parts (2), (3) and (4) of this exclusion do not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (b) above;

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), snowmobiles, all-terrain vehicles and similar equipment and trailers designed for use therewith, but does not include mobile equipment;

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"bailment" means a delivery of property by any person to the insured for some purpose beneficial to either the insured or such person or both under a contract, express or implied, for the insured to carry out such purpose and to redeliver such property or otherwise dispose of it as provided.

"Blanket Contractual Hazard" means liability assumed by the insured under any contract or agreement except an incidental contract; but this definition does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting thereform;

"Broad Form Property Damage Hazard" means property damage to

- (a) property used by the insured, or
- (b) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control.

but parts (a) and (b) of this definition do not apply with respect to liability under a written sidetrack agreement and part (b) of this definition does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**.

"Collapse Hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to

- (a) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work; or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

#### The collapse hazard does not include property damage

- (a) arising out of operations performed for the named insured by independent contractors; or
- (b) included within the completed operations hazard or the underground property damage hazard; or
- (c) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (b) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet, or hydraulic or mechanical hoists used for dumping materials from trucks:

"Explosion Hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage

- (a) arising out of the explosion of air or stream vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
- (b) arising out of operations performed for the named insured by independent contractors; or
- (c) included within the completed operations hazard or the underground property damage hazard; or
- (d) for which liability is assumed by the insured under an incidental contract:

"incidental contract" means any written (a) lease of premises, (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (c) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (d) sidetrack agreement, or (e) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

"Malpractice and Professional Services Hazard (Form A)" means bodily injury or property damage due to

- (a) the rendering of or failure to render
  - medical, surgical, dental, X-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
  - (2) any service or treatment conducive to health or of a professional nature; or
  - (3) any cosmetic or tonsorial service or treatment;
- (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- (c) the handling of or performing of autopsies on dead bodies.

"Malpractice and Professional Services Hazard (Form B)" means bodily injury or property damage due to the rendering of or failure to render any cosmetic, ear piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments.

"Malpractice and Professional Services Hazard (Form C)" means bodily injury or property damage due to the rendering of or failure to render any professional service.

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-

transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold:

"occurrence" means an event including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**:

"policy territory" means anywhere in the world; provided, however, that: (a) resulting claims are asserted within the United States of America, its possessions, or Canada, and (b) it shall apply to suits and judgments for damages resulting therefrom only if suit is commenced in a court in the United States of America, its possessions or in Canada;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

"Underground Property Damage Hazard" includes underground propertry damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

The underground property damage hazard does not include property damage

- (a) arising out of operations performed for the named insured by independent contractors; or
- (b) included within the completed operations hazard; or
- (c) for which liability is assumed by the insured under an incidental contract:

#### CONDITIONS APPLICABLE TO SECTION II

- Supplementary Payments. The company will pay, in addition to the applicable limit of liability:
  - (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's hability thereon;
  - (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, but the company shall have no obligation to apply for or furnish any such bonds;
  - (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
  - (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investiga-

tion or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

2. Premium. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the cloe of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured.

The **named insured** shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

- 3. Financial Responsibility Laws. Such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of any motor vehicle financial responsibility law to the extent of the coverage and limits of liability required by such law but in no event in excess of the limits of liability stated in this policy.
- 4. Insured's Duties in the Event of Occurrence, Claim or Suit.
  - (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the injured and of available witnesses shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
  - (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
  - (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the accident.
- 5. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party in any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance. If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the insured (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss; except, that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the insured a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance.

which is available to the insured.

- Arbitration. The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.
  - **Annual Aggregate.** If this policy is issued for a period in excess of one year, any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.

#### 9. Nuclear Exclusion.

This policy does not apply:

- (a) Under any Liability Coverage, to bodily injury or property damage
  - (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (b) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to damage resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- (c) Under any Liability Coverage, to damage resulting from the hazardous properties of nuclear material, if
  - the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the damage arises out of the furnishing by an insured of services, materials, parts or equipment in connec-

tion with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

As used in this exclusion

- "hazardous properties" include radioactive, toxic or explosive properties;
- "nuclear material" means source material, special nuclear material or byproduct material;
- "source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor:
- "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof:
- "nuclear facility" means
- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium. (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.



### SECTION II - LIABILITY

SAFECO INSURANCE COMPANY OF AMERICA GENERAL INSURANCE COMPANY OF AMERICA FIRST NATIONAL INSURANCE COMPANY OF AMERICA

ADDITIONAL DECLARATIONS				Policy No. CP 64	+66 38 <del>-</del> A
This schedule is ottached to, and forms a part of the <b>Limits of Liability.</b>	e policy specifie	ed above.			
No insurance is provided for any coverage unless of	o specific limit (	of the company's lic	bility for such co	verage is shown below.	
		Limits of Liabilit	Y		
LIABILITY		Coverage A - Bo	dily Injury	Coverage B -	Property Domage
(a) Divided Limits Plan	\$	300,000.			each occurrence
Other Than Auto	\$_	300,000.	_ aggregate	\$ 100,000	
(b) Combined Limits Plan	Coverages			\$	eoch occurrence
(c) Coverage Forms					
The Liability Form attached hereto is entitled:	BLANKET	LIABILITY I	INSURANCE	C-1138	
(d) Hazards Excluded					
The following "hazards" as defined by the form	entitled "Polic	y Conditions and De	efinitions" are ex	cluded therefrom:	
-					
44.44					
MEDICAL					
MEDICAL			each person	•	each accident
Coverage E - Premises Coverage M - Personal					each accident
Coverage M. Fersonal	<del>*</del>		2 (30) person		
PERSONAL INJURY		Coverage	P	s 300,000	• aggregate
Including an offense within the following groups of	of offenses			nsured's participation	
Exclusion C Deleted Yes No					
PERSONAL LIABILITY X indicates co			A and D be seed	acc than \$05,000 C	d Limite
Coverage L · Personal Liability · The limit of Caverage N · Physical Damage to Praperty					
					_
	(c	ontinued on reverse	e side)	S	Schedule A

#### **NUCLEAR EXCLUSION**

1. This policy does not apply:

#### A. to bodily inury or property damage:

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, ar would be an insured under any such policy but for its termination upon exhaustion of its limits of liability; ar
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, ar any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnify from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, ar any agency thereof, with any person or arganization;
- B. under any Medical Payments Coverage or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to badily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- under any Liability Coverage to bodily injury or property damage resulting from the hazardaus properties of nuclear material, if
  - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or an behalf of an insured; or
  - (3) the bodily injury or property damage orises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation ar use of any nuclear facility, but if such facility is located within the United Stares of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage at such

nuclear facility and any property thereat.

As used in this policy,

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or any low amendatory thereof;

"spent fuel" means any fuel element ar fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

#### "Nuclear facility" means

- (a) any nuclear reactor,
- (b) ony equipment or device designed or used far (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or deivce is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" meons any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or ta contain a critical mass of fissionable material; "property damage" includes all forms of radioactive contamination of property.



# BLANKET LIABILITY INSURANCE (COVERAGE SUPPLEMENT)

# COVERAGE A - BODILY INJURY - except Automobile COVERAGE B - PROPERTY DAMAGE - except Automobile

The company will pay all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence. The company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
  - but this exclusion does not apply to the parking of an automobile on insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (b) to bodily injury or property damage included within the war hazard with respect to liability assumed by the insured under any contract or agreement or expenses for first aid under the Supplementary Payments provision;
- (c) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (d) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under any contract;
- (e) to property damage: (1) to property owned or transported by the insured; (2) to property occupied by or rented to the insured; (3) to property under bailment to the insured (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements); (4) to that particular part of any property (i) upon which operations are being performed by or on behalf of the insured; or (ii) out of which such injury or destruction arises; (5) to premises alienated by the named insured arising out of such premises or any part thereof; (6) to the named insured's products arising out of such products or any part of such products: (7) with respect to the completed operations hazard and with respect to any classification stated in the company's manual as "including completed operations," to work performed by or on behalf of the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith;
- (f) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (g) to bodily injury or property damage arising out of: (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; (2) and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (h) to loss of use of tangible property which has not been physically injured or destroyed resulting from:

- a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (i) to contractual liability assumed by the insured, if the insured or his indemnitee is an architect, engineer or surveyor, for bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured or indemnitee, including:
  - the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications; and
  - (2) supervisory, inspection or engineering services.
- (j) under Coverages A and B, to liability or injury arising out of or in connection with domestic activities of any insured which are not connected with the business of any insured.

#### 2. COVERAGE E - PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

#### Exclusions

This insurance does not apply:

- (a) to bodily injury
  - arising out of the ownership, maintenance, operation, use, loading or unloading of
    - (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
    - (ii) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an
    - but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;
  - (2) arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
  - (3) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (b) to bodily injury
  - included within the completed operations hazard or the products hazard;
  - (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations of such premises which do not involve changing the size of or moving buildings or other structures;
  - (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor;
  - (4) included within the war hazard;

(c) to bodily injury

- (1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant:
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises:
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

#### 3. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) the named insured and, if an individual, the spouse of such named insured if a resident of the same household;

(b) for Coverages A and B

- (1) if the named insured is designated in the declarations as
  - a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
  - (ii) other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (2) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (3) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (3) with respect to:

(A) bodily injury to any fellow employee or

(B) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

### 4. LIMITS OF LIABILITY

For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

Regardless of the number of **insureds** under this policy, the company's liability is limited as follows:

(a) Combined Limits Plan

The limit of liability under the Combined Limits Plan expressed in the declarations as applicable to "each occurrence" is the total limit of the company's liability under the bodily injury liability and property damage liability coverages combined for all damages as the result of any one occurrence provided:

- (1) with respect to all damages included within the (i) completed operations hazard and the (ii) products hazard, such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence:
- (2) with respect to all damages arising out of property damage (other than the completed operation hazard, or the products hazard) such limit of liability shall be the total limit of the company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;
- (3) with respect to any occurrence for which the notice of this policy is given in lieu of security, or when when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

#### (b) Divided Limits Plan

#### Coverage A -

The total liability of the company for all damages including damages for care and loss of services because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate."

#### Coverage B -

The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence." The total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate."

Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

Aggregate limits of liability as stated in this policy shall apply separately to each annual policy period.

#### Coverage E -

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

#### 5. TERRITORIAL APPLICATION

This insurance applies only to **bodily injury** or **property damage** which occurs: (a) for Coverages A and B, during the policy period within the **policy territory**; (b) for Coverage E, during the policy period within the United States of America, its territories or possessions, or Canada.

#### 6. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"contractual liability" means liability expressly assumed under a contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named

insured will be done in a workmanlike manner;

"insured premises" for Coverage E, means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"war hazard" includes all bodily injury and property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing.

#### 7. ADDITIONAL CONDITIONS

### (a) Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amoung payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.



# PERSONAL INJURY LIABILITY INSURANCE

#### 1. COVERAGE P-PERSONAL INJURY LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of injury (herein called "**personal injury**") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the **named insured's** business:

- Group A false arrest, detention or imprisonment, or malicious prosecution;
- Group B the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**;
- Group C wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

#### 2. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to **personal injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

#### 3. LIMITS OF LIABILITY: INSURED'S PARTICIPATION

Regardless of the number of (a) **insureds** under this policy, (b) persons or organizations who sustain **personal injury**, or (c) claims made or suits brought on account of **personal injury**, the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the declarations as "aggregate."

If a participation percentage is stated in the schedule for the **insured**, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the **insured**; provided, the company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

#### 4. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



# LIMITATION TO OFFICE EQUIPMENT ENDORSEMENT

In consideration of the premium for this policy, it is agreed that the Insuring Agreements are amended to read as follows:

To pay for loss by burglary or by robbery of a watchman, while the premises are not open for business, of office equipment within the premises, and for damage to the premises and the exterior thereof, and to the insured property therein by such burglary, robbery of a watchman, or attempt thereat, provided with respect to damage to the premises and the exterior thereof, the insured is the owner of the premises or is liable for such damage. The term "office equipment" means office machines, supplies, furniture, fittings, fixtures and books, but shall not include stock in trade, personal effects and postage or revenue stamps or any substitutes therefor.

The coinsurance requirement shall not apply.

W.D. HAMMERSLA,	xecuted by the company stated in  weela  secretary  IF NOT ATTACHED TO POLICY WHEN POLICY		ations.			/0	Inday H.	Lucarey ANY, PRESIDENT J
INSURED	IF NOT ATTACHED TO POLICY WHEN POLICY	COVER- AGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	NEW (FULL TERM) PREMIUM	ADOITIONAL PREMIUM
ENDORSEMENT EFFECTIVE	lat the hour of day stated in the p	policy)			5	5		\$
POLICY OR BOND								
POLICY EXP DATE	MPP ACCT NUMBER							
ENDORSEMENT NUMBER	TYPING							
SERVICE OFFICE					TOTALS GROSS			
S = SAFECD INSURANCE COM G = GENERAL INSURANCE CO F = FIRST NATIONAL INSURAI (Policy or Bond is issued by th	MPANY OF AMERICA				MAI	A Stever	ELENIAN,	INCORPO:



## LOGGING PROPERTY DAMAGE ENDORSEMENT A

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BLANKET LIABILITY INSURANCE
GROWERS' & RANCHERS' LIABILITY INSURANCE

 It is agreed that with respect to logging or mill operations of the insured, or operations incidental therto, that

#### (a) FIRE FIGHTING EXPENSE

the company will pay any fire fighting expense incurred by others for which the **insured** is legally liable solely by reason of such expense having been incurred as a direct consequence of fire resulting from and immediately attributable to an **occurrence** directly connected with logging operations of the **insured**; provided that the limits of liability or any deductible applicable to **property damage** (other than automobile) applies to this coverage, but this provision shall not operate to increase the limit of the company's liability;

#### (b) VEHICLES - TIMBER

Exclusions (d) (3) and (d) (4) of the policy are deleted as respects coverage for:

- trucks, trailers, or railroad cars while being loaded or unloaded, and
- (2) timber lands, standing timber and felled or bucked timber.

### (c) EXCLUSIONS

Such insurance as is afforded by this endorsement does not apply to:

- property in the possession of the insured for sale, storage, processing, safekeeping or repair;
- (2) any person other than the named insured or his employees, while vehicles used in logging operations are being loaded or unloaded.

#### 2. DEDUCTIBLE

\$250,00 shall be deducted from the total amount of all sums for which the **insured** shall be held liable for **property damage** (other than automobile) on account of each **occurrence**, provided that:

- (a) the company shall be liable only for the difference between such deductible amount and the limit of the company's liaability for each occurrence;
- (b) the company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company;
- (c) the terms of the policy apply irrespective of the application of the deductible amount.

#### 3. WARRANTIES

The insured warrants that:

- (a) slash shall be burned only at such times under such conditions as the proper state or federal officials may approve, direct or provide;
- (b) all felling and bucking of timber, the operation of logging equipment (other than operations of the equipment while being used in road building operations or the operation of trucks or logging railroads) and the loading and unloading of logs shall be completely suspended at all times when such suspensions are directed by the proper state or federal officials.

A breach of the above warranties shall render the insurance atforded hereunder null and void for the period of the breach, unless such breach is beyond the control of the **insured**.

This endorsement is executed by the company stated in the declarations.

Hammersla W.D HAMMERSLA. SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

GORDON H SWEANY, PRESIDENT

SETURN
REMIUM

SETURN

FULL TERM
PREMIUM

S

S

S

INSURED		COVER- AGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	NEW (FULL TER PREMIUM		
ENDORSEMENT EFFECTIVE	(at the hour of day stated in the ,	policyl			\$	5	5	8	
POLICY OR BOND NUMBER									
POLICY EXP. DATE	MPP ACCT NUMBER								
ENDORSEMENT NUMBER	TYPING DATE								
SERVICE OFFICE									
S = SAFECO INSURANCE COMPAN G = GENERAL INSURANCE COMPAN F = FIRST NATIONAL INSURANCE (Policy or Bond is issued by the co	OMPANY OF AMERICA								
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HA TENENSED AGENT



# ADDITIONAL DEFINITION ENDORSEMENT

This endorsement alters the provisions for:

### ALL LIABILITY INSURANCE

The following definition is added:

"loading or unloading," with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in

or on an **automobile** or while it is being moved from an **automobile** to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the **automobile**.

#### COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

INSURED		COVER- AGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	(FULL TERM) PREMIUM	ADDITIONAL PREMIUM
ENDORSEMENT EFFECTIVE (at the	hour of day stated in the policy)				\$	8		•
POLICY NUMBER							1	
POLICY EXP DATE	MPP ACCT. NUMBER							
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SERVICE OFFICE								
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AUTHORIZED REPRESENTATIVE



### ADDITIONAL INSURED (EMPLOYEES)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BLANKET LIABILITY INSURANCE - COVERAGES A & B COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE STOREKEEPERS' INSURANCE

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;

2, to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

This endorsement is executed by the company stated in the declarations.

nersla W. D HAMMERSLA, SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Inda H. Severage UNEARNED SR PR FACTOR OLD (FULL TERM) PREMIUM NEW (FULL TERM) PREMIUM PREMIUM ENDORSEMENT (at the hour of day stated in the policy POLICY OR BOND POLICY EXP DATE ENDORSEMENT NUMBER TYPING SERVICE S - SAFECO INSURANCE COMPANY OF AMERICA G - GENERAL INSURANCE COMPANY OF AMERICA F - FIRST NATIONAL INSURANCE COMPANY OF AMERICA TOTALS GROSS

MARE



# PRIOR NOTICE TO OTHERS OF CANCELLATION

This endorse	ement is applicable to all insurance afforded by the policy
	BUSINESS AUTO POLICY

It is agreed that in the event of cancellation	THIRTY (30)	day	
prior written notice shall be given to	GRANTREE LEASING CORP.		****
	2300 S. W. FIRST AVENUE		
	PORTLAND, OREGON 97201		

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED		CLASS OR CODE	UNEARNED SR/PR FACTOR	(FULL TERM) PREMIUM	RETURN PREMIUM	(FULL TERM) PREMIUM	ADDITIONAL PREMIUM
ENDORSEMENT EFFECTIVE (at the hour of day stated in the policy) POLICY						•	
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### ADDITIONAL INTEREST — OPERATIONS

This endorsement alters the provisions for:

BLANKET LIABILITY INSURANCE

The "Persons Insured" provision is amended to include as an insured the person or organization named below but only with respect to liability arising out of operations performed for such insured by or on behalf of the named insured.

Name of Person or Organization (Additional Insured)

CITY OF PORTLAND AND ALL OTHER GOVERNMENTAL BODIES HAVING JURISDICTION IN THE AREA, THEIR OFFICERS, AGENTS AND EMPLOYEES AS RESPECTS JOB #12464 N. W. 107TH AVENUE, FROM N. W. ST. HELENS ROAD TO APPROXIMATELY 170 FEET EASTERLY.

# POLLUTION

This endorsement alters the provisions for:

BLANKET LIABILITY INSURANCE — COVERAGES A AND B
COMMERCIAL TOP NOTCH INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
GROWERS' AND RANCHERS' LIABILITY INSURANCE — COVERAGES A AND B
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
SPECIAL MULTI-PERIL LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

It is agreed that the insurance does not apply to **Bodily Injury®** or **Property Damage** caused by or resulting from the **discharge of matter** (either during the policy period or prior to its commencement) on or into water, land air or any other real or personal property; provided, however, that this endorsement shall not exclude insurance with respect to the **discharge of matter**, if the discharge is sudden, unexpected, unintentional and occurs during the policy period following the effective date of this endorsement.

When used in this Endorsement:

- (a) "discharge of matter" means the emission of matter through its release, spillage, leakage or by means of dumping, emptying, pumping or due to failure of any equipment or resulting from any other source or cause whatsoever;
- (b) "matter" means any substance (gas, liquid, or solid) of any description or origin.

It is further agreed that this endorsement shall not apply to liability arising out of the ownership, maintenance, or use of any automobile.

\*In the event this form is attached to a Commercial Top Notch Policy "Personal Injury" shall be substituted for "Bodily Injury."

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED		COVER-	CLASS OR CODE	UNEARNED SR/PR FACTOR	(FULL TERM) PREMIUM	RETURN PREMIUM	NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM
ENDORSEMENT EFFECTIVE	(at the hour of day stated in the pol-	icy)			6			
POLICY · NUMBER								
POLICY EXP. DATE	MPP ACCT. NUMBER							
ENDORSEMENT NUMBER	TYPING							
SERVICE OFFICE								
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					-	AUTHORIZI	ED REPRESENTATIV	E



S = SAFECO INSURANCE COMPANY OF AMERICA
G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: 4333 BROOKLYN AVE. N.E., SEATTLE, WASHINGTON 98185
HEAD OFFICE FOR CANADA: 2377 DUNWIN DRIVE, MISSISSAUGA, ONTARIO L5B 1M2
(Coverage is provided by the company designated by initial, a stock insurance company herein called the company)

### SECTION III CRIME

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2. Compre	ehensive Dishonesty, Disappearance and Destruction				
	vee Dishonesty — Option A — Option B				
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	utside the Premises				
	Orders and Counterfeit Paper Currency				
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3. Blanket	t Crime				
Total Li	imit of Liability				
4. Broad F	Form Storekeepers				
Limit of	f insurance under each of the Insuring Agreements				-
5. Storeke	epers Burglary and Robbery				1
Limit of	f insurance under each of the Insuring Agreements				
6. Office B	Burglary and Robbery				
	f insurance under each of the Insuring Agreements				
7. OTHER					
		1			



## BURGLARY AND ROBBERY (COVERAGE SUPPLEMENT)

SAFECO INSURANCE COMPANY OF AMERICA GENERAL INSURANCE COMPANY OF AMERICA FIRST NATIONAL INSURANCE COMPANY OF AMERICA

#### 1. INSURING AGREEMENTS

THE COMPANY AGREES with the insured:

(a) Paymaster Robbery. To pay for loss (1) of payroll funds by robbery or attempt thereat within the premises from a custodian white engaged in any of his regular duties in connection with such funds or as stated in the definition of "Robbery" in the policy, and (2) by robbery within the premises from any employee of the insured of payroll funds paid to such employee during the work period when such robbery occurred, provided there was on the same occasion a robbery or attempt thereat from a custodian.

To pay for damage to the premises, and for damage to other property within the premises, by robbery or attempt thereat from a custodian of payroll funds, provided with respect to damage to the premises the insured is the owner thereof or is liable for such damage.

To pay for loss of payroll funds and other money and securities by robbery or attempt thereat outside the premises while being conveyed by a messenger.

To pay for loss of the wallet, bag, satchel or similar container while being used for the conveyance of such payroll funds and such other money and securities by robbery or attempt thereat from such messenger or custodian.

(b) Robbery Inside the Premises. To pay for the loss of money, securities and other property by robbery or attempt thereat within the premises.

To pay for damage to the premises by such robbery or attempt thereat, provided the insured is the owner thereof or is liable for such damage.

- (c) Robbery Outside the Premises. To pay for loss of money, securities and other property by robbery or attempt thereat outside the premises while being conveyed by a messenger.
- (d) Home of Messenger. To pay for loss of money, securities and other property by burglary or theft (as specified in the declarations) while within the living quarters in the home of a messenger.
- (e) Open Stock Burglary. To pay for loss by burglary or by robbery of a watchman while the premises are not open for business, of merchandise, furniture, fixtures and equipment within the premises or within a showcase or show window used by the insured and located outside the premises but inside the building line of the building containing the premises or attached to said building.

To pay for damage to the premises and the exterior thereof, and to the insured property within the premises or within such showcase or show window, by such burglary, robbery of a watchman, or attempt thereat, provided with respect to damage to the premises and the exterior thereof the insured is the owner of the premises or is liable for such damage.

(f) Loss by Safe Burglary. To pay for loss of money, securities and other property from within the vault or safe by safe burglary or attempt thereat.

To pay for damage to property, other than money and securities, and to the premises by such safe burglary or attempt thereat, provided with respect to damage to the premises the insured is the owner thereof or is liable for such damage.

(g) Burglary. To pay for loss of money and securities, not exceeding \$50, by burglary within the premises.

#### **EXCLUSIONS**

This insurance does not apply:

- (a) to loss due to any fraudulent, dishonest or criminal act by any insured or a partner therein, and under coverages (d) and (e), to loss due to any fraudulent, dishonest or criminal act by any insured, a partner therein, or an officer, employee, director, trustee or authorized representative thereof, while working or otherwise, whether acting alone or in collusion with others; provided, this exclusion does not apply to safe burglary or robbery or attempt thereat by other than an insured or a partner therein with respect to coverage (d);
- (b) to loss of manuscripts, books of account or records;
- (c) to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (d) to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing;
- (e) under coverage (e) to loss of furs or articles containing fur which represents their principal value, by removal of such property from within a showcase or show window by a person who has broken the glass thereof from outside the premises or by an accomplice of any such person;
- under coverages (d) and (e), to loss occurring while there is any change in the condition of the risk or during a fire in the premises;
- (g) under coverages (d) and (e), to damage by vandalism or malicious mischief;
- (h) under coverage (d) to loss caused by the insured, or anyone acting on the express or implied authority of the insured, being induced by any fraudulent scheme, trick, device or false pretense to part with title to or possession of any property;
- (i) to loss, other than to a safe or vault, by fire whether or not such fire is caused by, contributed to by or arises out of the occurrence of a hazard insured against.

#### 2. LIMITS OF LIABILITY

Limits – Insuring Agreements (d) and (e) subject to any application of the coinsurance requirement. The company's liability for loss shall be limited to:

- (a) \$50 for any one article of jewelry;
- (b) \$100 for the contents of any show case or show window not opening directly into the interior of the premises.

### 3. POLICY PERIOD

This insurance applies only to loss which occurs during the policy period.

#### 4. DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

(a) "Burglary" means the felonious abstraction of insured property (1) from within the premises by a person making felonious entry therein by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to, the exterior of the premises at the place of such entry, or (2) from within a show case or show window outside the premises by a person making felonious entry

(continued on reverse side)

into such show case or show window by actual force and violence, of which force and violence there are visible marks thereon, or (3) from within the premises by a person making felonious exit therefrom by actual force and violence as evidenced by visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to, the interior of the premises at the place of such exit.

- (b) "Custodian" means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of an insured property within the premises, excluding any person while acting as a watchman, porter or janitor.
- (c) "Guard" means any person not less than seventeen nor more than sixty-five years of age who accompanies a messenger by direction of the insured, but who is not a driver of a public conveyance.
- (d) "Jeweiry" means jeweiry, watches, necklaces, bracelets, gems, precious or semi-precious stones, articles containing one or more gems and articles of gold or platinum.
- (e) "Loss" includes damage.
- (f) "Messenger" means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of the insured property outside the premises.
- (g) "Money" means currency, coins, bank notes and bullion; and traveler's checks, register checks and money orders held for sale to the public.
- (h) "Payroll Funds" means money and securities intended solely for the payroll of the insured.
- (i) "Premises" means the interior of that portion of the building at the location designated in the declarations which is shown in the declarations as occupied by the insured in conducting the business as stated therein, but shall not include under coverage (e), (1) show cases or show windows not opening directly into the interior of the premises, or, (2) public entrances, halls or stairways.
- "Robbery" means the taking of insured property (1) by violence inflicted upon a messenger or a custodian; (2) by putting him in fear of violence; (3) by any other overt felonious act committed in his presence and of which he was actually cognizant, provided such other act is not committed by an officer, partner or employee of the insured; (4) from the person or direct care and custody of a messenger or custodian who has been killed or rendered unconscious; or (5) under coverages (a) and (b) from within the premises by means of compelling a messenger or custodian by violence or threat of violence while outside the premises to admit a person into the premises or to furnish him with means of ingress into the premises, or under coverage (b) from a showcase or show window within the premises while regularly open for business, by a person who has broken the glass thereof from outside the premises.
- (k) "Robbery of a watchman" means the taking of insured property by violence or threat of violence inflicted upon a private watchman employed exclusively by the insured and while such watchman is on duty within the premises.
- (I) "Safe burglary" means (1) the felonious abstraction of insured property from within a vault or safe described in the declarations and located within the premises by a person making felonious entry into such vault or such safe and any

vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (i) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (ii) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not through such doors, or (2) the felonious abstraction of such safe from within the premises.

- (m) "Securities" means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.
- (n) "Theft" means any act of stealing,

#### 5. ADDITIONAL CONDITIONS.

(a) The "Limits of Liability; Settlement Options" Condition is amended so that under coverage (a) the following also applies: "As respects loss within or damage to the premises, the insurance applies with respect to each premises designated in the declaration, subject to the applicable limit of insurance stated therein." Coverage (f) includes the following paragraph: "Subject to the other provisions of the "Limits of Liability; Settlement Options" Condition, any payment made by the company because of loss hereunder shall reduce the applicable limit of insurance, provided the amount of such reduction shall be reinstated upon approval of the vault or safe by the company."

The occurrence of any loss shall reduce the applicable limit of insurance by the extent of the company's liability for such loss until the premises are restored to at least the same condition of safety as immediately prior to the loss; but such reduction shall not occur with respect to loss occurring subsequent to the receipt by the company of notice of loss for which the company is liable under this policy, if the insured shall maintain within the premises at least one watchman while the premises are not open for business.

Application of the insurance to property of more than one person shall not operate to increase the limit of the company's liability.

(b) The "Insured's Duties when Loss Occurs" Condition is amended under coverage (e) to include the following: "Upon the company's request, the insured shall furnish a complete inventory of all property not stolen or damaged, stating the original cost and actual cash value and quantity thereof."

#### (c) No Benefit to Bailee.

The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or other bailee for hire. This Condition does not apply to coverage (e).

#### (d) COINSURANCE

Under Insuring Agreement (e), the company shall not be liable for a greater proportion of a loss of merchandise, exclusive of jewelry and of property held by the insured as a pledge or as collateral, than the amount of insurance stated in Insuring Agreement (e) of the additional declarations bears to (1) the coinsurance percentage stated in the additional declarations, of the actual cash value of all such merchandise contained within the premises at time of loss, or (2) the coinsurance limit stated in the additional declarations, whichever is less.



### CONDITIONS APPLICABLE ONLY TO SECTION III – CRIME

SAFECO INSURANCE COMPANY OF AMERICA GENERAL INSURANCE COMPANY OF AMERICA FIRST NATIONAL INSURANCE COMPANY OF AMERICA

- A. Ownership of Property; Interests Covered The insured property may be owned by the insured, or held by the insured in any capacity whether or not the insured is liable for the loss thereof, or may be property as respects which the insured is legally liable; provided, the insurance applies only to the interest of the insured in such property, including the insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the insured's proof of loss.
- B. Joint Insured If more than one insured is named in the declarations, the insured first named shall act for every insured for all purposes of this policy. Knowledge possessed or discovery made by any insured shall constitute knowledge possessed or discovery made by every insured.
- C. Books and Records The insured shall keep records of all the insured property in such manner that the company can accurately determine therefrom the amount of loss.
- D. Limits of Liability; Settlement Options The limit of the company's liability for loss shall not exceed the applicable limit of insurance stated in the declarations, nor what it would cost at the time of loss to repair or replace the property with other of like kind and quality, nor as respects securities the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property the actual cash value thereof at the time of loss; provided, however, the actual cash value of such other property held by the insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The applicable limit of insurance stated in the declarations is the total limit of the company's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

The company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the insured or the owner thereof. Any property so paid for or replaced shall become the property of the company. Any property

- recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. The insured or the company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.
- E. Insured's Duties When Loss Occurs Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the insured shall: (a) give notice thereof as soon as practicable to the company or any of its authorized agents and also to the police if the loss is due to a violation of law, (b) file detailed proof of loss, duly sworn to, with the company within four months after the discovery of loss.
  - Upon the company's request, the insured and every claimant hereunder shall submit to examination by the company, subscribe the same, under oath if required, and produce for the company's examination all pertinent records, all at such reasonable times and places as the company shall designate, and shall cooperate with the company in all matters pertaining to loss or claims with respect thereto.
- F. Other Insurance If there is any other valid and collectible insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance; provided, the insurance shall not apply (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (b) to property otherwise insured unless such property is owned by the insured or as respects which the insured is legally liable.
- G. Appraisal If the insured and the company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty days after receipt of proof of loss by the company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the insured or the company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at time of loss and the amount of the loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company

(continued on reverse side)

shall each pay its chosen appraiser and shall bear equally the expenses of the umpire and the other expenses of appraisal.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

- H. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until ninety days after the required proofs of loss have been filed with the company.
- I. Cancellation: This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in

this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

S = SAFECO INSURANCE COMPANY OF AMERICA
G = GENERAL INSURANCE COMPANY OF AMERICA

= FIRST NATIONAL INSURANCE COMPANY OF AMERICA

HOME OFFICE: 4333 BROOKLYN AVE, N.E., SEATTLE, WASHINGTON 98185 (Coverage is provided by the company designated by initial, a stock insurance company herein called the company)

# SECTION IV-AUTO

CP 646638-A

Policy Number

# ADDITIONAL DECLARATION—BUSINESS AUTO POLICY

ITEM ONE

		SAME AS SHOWN ON THE POLICY DECLARATIONS PAGE.	
GARAGED IN: PORTLAND, OR	<u>EGON 9/231</u>	(City and S	tate)
	•		
ITEM TWO This policy provides only those coverages		VERAGES AND COVERED AUTOS  ered autos column below. Each of these coverages will apply only to those autos shown a entry of one or more of the symbols from ITEM THREE next to the name of the coverage	s cov
ered autos. Autos are shown as covered au	tos for a particular coverage by the	entry of one or more of the symbols from ITEM THREE next to the name of the coverage  LIMIT	).
COVERAGES	COVERED AUTOS	THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	
		BODILY INJURY PROPERTY DAMAGE SINGLE LIMITS	-
		\$,000 \$,000 \$,000	
LIABILITY INSURANCE		each person each accident each accident	
	1	\$,000	
		each accident	
PERSONAL INJURY PROTECTION		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS	
(or equivalent No-fault coverage)	5	\$ NIL Ded. APPLICABLE TO THE NAMED INSURED AND RELATIVES ONLY	
*DDED PERSONAL INJURY PROTECTION		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT	
r equivalent added No-fault coverage)			
PROPERTY PROTECTION INSURANCE		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS	
		\$ Ded. FOR EACH ACCIDENT	
AUTO. MEDICAL PAYMENTS INSURANCE		\$ EACH PERSON	
		BODILY INJURY * PROPERTY DAMAGE   SINGLE LIMITS	
		\$,000 \$,000 \$,000	
UNINSURED MOTORISTS INSURANCE		each person each accident each accident	
1	6	\$\$	
		each accident	
PHYSICAL DAMAGE INSURANCE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS	
COMPREHENSIVE COVERAGE	2	\$ 50. Ded. FOR EACH COVERED AUTO. FOR ALL LOSS EXCEPT FIRE OR LIGHTNI	NG
PHYSICAL DAMAGE INSURANCE	0	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS \$25 Ded. FOR EACH COVERED AUTO. FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	
SPECIFIED PERILS COVERAGE  PHYSICAL DAMAGE INSURANCE	2	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS	-
COLLISION COVERAGE	2	\$ 1.000 Ded. FOR EACH COVERED AUTO.	
PHYSICAL DAMAGE INSURANCE		1,000 box. For Each Covered No.	
TOWING AND LABOR		\$25 for each disablement of a private passenger auto	
FORMS AND ENDORSEMENTS CONTAINED	IN THIS POLICY AT ITS INCEPTION		
A 2173A, A 1532, A 204			
A 2173B, A 2050, A 200	5, A 2097, A 2174, A	2036,	
A 2054, A 2051, C 31	tio based on the commence of the	and the state of t	
be billed for the balance, if any. If th	when we determine your actual expo be estimated total premium exceeds he period of coverage and up to thre	sures. The estimated total premium will be credited against the final premium due and the final premium due <b>you</b> will get a refund. To determine <b>your</b> final premium due <b>we</b> se years afterward. If this policy is issued for more than one year, the premium sha	may

\*where applicable

SCHEDULE: A

					ESCRIP	TION			Ter	rritory		GARAGIN	G LOCATION	
Auto No.	-	Serial N					Body Type ation Number (VII	N)		other v below		Town & State Wh will be princ other than sta	ipally garage	d if
1 2 3 4 5	SEE	ATTAC	HED	FLEE	T SC	HEDUL	-E							
overed			CI	LASSIFIC	ATION			EV	PEDT FOR T	owing all a	bycical da	mage loss is pay	able to you	and the loss
No.	Size G	VW, GCW eating Cap			New/ nbol	Age Grou						y appear at the ti		
2 3														
4 5														
4 5	COVERAG				AND E	DEDUCTI	in the cor	responding	ITEM TWO	column app			1	-
4 5 Covered		F	REMIU	MS			Comprehensive Spec. Perils Limit	responding		Spec.			t the limit or	deductible en Total Premium
Covered Auto No.	COVERAGE Liab.				Med.	U.M.	in the cor Comprehensive Spec. Perils	responding	REHENSIVE	column app	olies inste	ad) COLLISION	Towing &	Total
Covered Auto No.  1 2 3 4 5 Covered	Liab.	P.I.P.	Added P.I.P.	MS P.P.I.	Med.	U.M. \$	in the cor Comprehensive Spec. Perils Limit (If Stated Amt)	COMP Ded.	REHENSIVE Prem.	Spec. Perils Prem.	Ded.	ad) COLLISION Premium	Towing & Labor	Total Premium
Covered Auto No.	Liab.	P.I.P.	Added PIP \$	MS P.P.I.	Med. \$	U.M. \$	in the cor Comprehensive Spec. Perils Limit (If Stated Amt)  \$  ENT (Coverage is	COMP Ded.	REHENSIVE Prem.	Spec. Perils Prem.	Ded.	ad)  COLLISION  Premium  \$	Towing & Labor	Total Premium
Covered Auto No.  1 2 3 4 5 Covered	Liab. \$ ADDITIO	P.I.P.	PREMIU Added PIP  RAGES ils	MS P.P.I.	Med. \$	U.M. \$ ORSEME	in the cor Comprehensive Spec. Perils Limit (If Stated Amt)	COMP Ded.	REHENSIVE Prem.	Spec. Perils Prem.	Ded.	ad)  COLLISION  Premium  \$	Towing & Labor	Total Premium



# BUSINESS AUTO POLICY

CP 646638-A

Policy Number

#### ITEM FIVE

#### SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

of hire means the total amount you incur for the hire of autos you don't own (not including autos you borrow or rent from your employees or their family members).

of hire does not include charges for services performed by motor carriers of property or passengers.

Absence of a deductible entry in any column below means that the deductible entry in the corresponding ITEM TWO column applies instead.

LIABILITY INSURANCE			PHYSICAL DAMAGE-		on Actual		,	of Repair	or Limit	Stated whichever
State	Estimated Cost of Hire	Premium	Comp., Spec. Perils or	Co	mp.	Spec.	Perils	Coll	ision	Total Prem.
0.0.0	for each state	Tremium	Collision Limit	Ded.	Prem.	Ded.	Prem.	Ded.	Prem.	for Hired Autos
	-	\$	\$	\$	\$	\$	\$	\$	\$	\$

PHYSICAL DAMAGE INSURANCE for covered autos you hire or borrow is excess unless indicated below by "\overline{\overl

If this box is checked, PHYSICAL DAMAGE INSURANCE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered auto you hire or borrow is deemed to be a covered auto you own.

#### ITEM SIX

SCHEDULE FOR EMPLOYERS' NON-OWNERSHIP LIABILITY—Covered Autos Borrowed from your Employees or members of their households.

Rating Basis—Number of Employees								
Estimated Number of Employees	Liability Premium							
217	\$144.							

#### ITEM SEVEN

#### SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS—LIABILITY INSURANCE—PUBLIC AUTO OR LEASING RENTAL CONCERNS

Estimated Yearly		Gross Receipts		PREMIUMS
Gross Receipts Mileage	LIABILITY INSURANCE	AUTO MEDICAL PAYMENTS	LIABILITY INSURANCE	AUTO MEDICAL PAYMENTS
		TOTAL PREMIUMS MINIMUM PREMIUMS		

When used as a premium basis:

#### FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

### FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount to which you are entitled for the leasing or rental of autos during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the autos you leased or rented to others during the policy period.

# COVERAGE ADDED BY ENDORSEMENT ON A PER POLICY BASIS (Coverage applies where a premium is indicated) Coverage Premium \$ \$ \$ \$ \$ \$ \$

(3)	
SAFECO	

SUPPLEMENTAL FLEET SCHEDULE

CP SER

338-A

COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.

Coverages - Added by Endorsement on per car basis, indicate by a, premium entry.

									Two col	umn app	olies inst	ead.		by a, prem	ium entry.	
Covered Auto	SCHEDULE OF AUTOS YOU OWN: Yr., Trade Name, Body Type, Serial No.	Terr.	1	Premiur	m		Stated Amount	Comp	rehensive	Spec.	Co	llision	Towing and			Total
No.	GVW or GCW, Cost new, age group, Garaging Location, other than in Item One.	If Other Indi- cate	Liab.	P.I.P.	Med.	U.M.	Limit	Ded.	Premium	0	Ded.	Premium	Prem.			Premium
1.	1972 MACK TRACTOR S# 767LST9884 C/N 25,006		\$ 856.		50499	\$ 4.	* ACV		\$	\$ 59.	4	\$ 330.	\$	\$	\$	\$ 1,249
2.	1972 TRANSLINER CHIP TRAILER S# TCS643571		76.		58499		ACV			40		148.				264.
3.	1975 CHEV. 3/4 T. P/U S# CCV245Z134949 C/N 5,0005		428.	CODE	03499	4.		NIL	71.		10	0 197.				700.
4.	1978 CHEV CAPRICE 1975 CHEV. 4 DR. SDN. 5# 1268H5J188619 5-5		354.	11.	7398	2.		7. N. N. S.	X6x5x PREM	IUM:	200	• <b>*******</b> \$433.				<b>35/230</b> . 800.
5.	1977 PETERBILT TRACTOR MDL #359-A19 S# 96561PK C/N 23,6793		45.	CENSED	50499	*	-			50		200		-		. 58.
6	1968 BEAL TRAILER S# PC541868 C/N 6,5006		76.				ACV			18		73.				167.
			CLASS C	ODE	58499											

Loss is payable (Covered Auto No.) to you and to the Loss Payee named here, as

VEH #1: U.S. STATES CREDIT CORP. 9340 SW BEAVERTON-HILLSDALE HWY., SUITE 5 BEAVERTON, OR. 97005 & MACK FINANCIAL CORPORATION, VEH. #5: GRANTREE LEASING CORP. 2300SW FIRST AVE., PORTLAND, OR. 97201

1	2
Page	of

# PERSONAL INJURY PROTECTION ENDORSEMENT (OREGON)

	The Company areas	a listate	Ab					
	The Company agree endorsement and to a							
	The insurance for m s NIL app	iedical licable		ospital	expenses	shall be	subject to	a deductible
	ach named insu	red						
	ach named insu	red an	d eac	h relativ	/8			
	☐ the named insure	ed or re	elative	named	herein			
SECTION I	-				·			
PERSONAL INJURY PROTECTION COVERAGE	The Company will pa (a) medical and hosp (b) income continual (c) loss of services e (d) funeral expenses	pital ex tion exp expense	pense pense	s, s,	otection	benefits fo	or:	
	incurred with respect accident arising out of vehicle.						-	
	EXCLUSIONS							
	This insurance does  (a) to bodily injury s  (1) who intention  (2) while particip practice or proceed or proc	sustaine ally cau ating in reparati uation of the cours o	d by uses in any conformation for confor	njury to prearrar r any su ses and crian, other or ondition m the r ; the name	himself; nged or o uch conte loss of s ner than t tate of Or not decla incident adioactive ed insure insured	rganized rest; ervices explored named regon; ared, civil verto any of the total control of th	penses with r insured or an war, insurrect the foregoin xplosive or co	espect to bod by relative, in ion, rebellion ng; other hazardo
This and assessed in assessed		to to set			•			
HA Hammer W. D. HAMMERSLA, SECRETAR	nd by the company stated in the company stat		oris,		:		Bruce BRUCE MA	Maine Maine
			CLASS OR CODE	UNEARNED SR/PR FACTOR	(FULL TERM) PREMIUM	RETURN PREMIUM	NEW (FULL TERM) PREMIUM	AODITIONAL PREMIUM
INSURED								
ENDORSEMENT EFFECTIVE	lat the hour of day stated in the policy)				8	\$	5	8
ENDORSEMENT EFFECTIVE POLICY OR SOND NUMBER POLICY	MPP ACCT					8	s	\$
INSURED  ENDORSEMENT EFFECTIVE POLICY OR BOND NUMBER POLICY EXP DATE 'ANDORSEMENT JUMBER SERVICE OFFICE						\$	\$	

regular use and not insured for personal injury protection benefits;

(f) to bodily injury sustained by a relative while occupying any motor vehicle owned by such relative or furnished for the relative's regular use and not insured for personal injury protection benefits.

#### **DEFINITIONS**

When used in reference to this insurance:

"motor vehicle" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle located for use as a residence or premises;

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"funeral expenses" means reasonable and necessary expenses for professional funeral services incurred within one year after the date of the accident;

"income continuation expenses" means 70% of the injured person's loss of income from work during a period of disability caused by **bodily injury** sustained by such person in the accident; provided that,

- such person was usually engaged in a remunerative occupation at the time of the accident,
- (2) the period of such disability continues for at least 14 consecutive days, and
- (3) income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupation or upon the expiration of not more than 52 weeks from the commencement of such disability, whichever occurs first;

"injured person" means

- (a) the named insured or any relative who sustains bodily injury while occupying, or while a pedestrian through being struck by, a motor vehicle;
- (b) any other person, who sustains bodily injury while occupying or using the insured motor vehicle, with the permission of the named insured, or while a pedestrian, through being struck by the insured motor vehicle;

"insured motor vehicle" means a private passenger motor vehicle of which the named insured is the owner, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;

"loss of services expenses" means expenses reasonably incurred during a period of disability caused by **bodily injury** sustained by an **injured person** in the accident for essential services in lieu of those such person would have performed without income; provided that,

- such person was not usually engaged in a remunerative occupation at the time of the accident.
- (2) the period of such disability continues for at least 14 consecutive days, and
- (3) loss of services expenses shall include only expenses for such services actually rendered from the date such disability commenced to the date on which such person is reasonably able to perform such services or upon the expiration of not more than 52 weeks from the commencement of such disability, whichever occurs first:

"medical and hospital expenses" means all reasonable and necessary expenses incurred within one year from the date of the accident for medical, hospital, dental, surgical, ambulance and prosthetic services;

"named insured" means the person named in Item 1 of the declarations of the policy;

"occupying" means in or upon or entering into or alighting from;

"pedestrian" means any person not occupying a self-propelled vehicle;

"private passenger motor vehicle" means a four-wheel passenger or station wagon type motor vehicle not used as a public or livery conveyance and includes any other four-wheel motor vehicle of the utility, pick-up body, sedan delivery or panel truck type not used for wholesale or retail delivery other than farming, a self-propelled mobile home and a farm truck;

"relative" means a spouse and any other person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured.

#### LIMITS OF LIABILITY

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this insurance applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one **injured person** in any one **motor vehicle** accident is limited as follows:

- 1. The total amount payable shall not exceed the sum of
  - (a) \$5,000 for medical and hospital expenses; provided that, with respect to each injured person to whom a deductible amount applies as shown in the schedule of this endorsement, such amount shall be deducted from the total amount of all sums otherwise payable by the Company for such expenses;
  - (b) \$750 per month for income continuation expenses:
  - (c) \$18 per day for loss of services expenses; and
  - (d) \$1,000 for funeral expenses.
- 2. Any amount payable under the terms of this insurance shall be reduced by the amount paid or payable to or on behalf of an **injured person** under any workmen's compensation or any other similar medical or disability benefits law.
- 3. Any payments made by the Company under this insurance to a named insured or a relative shall be applied in reduction of the amount of damages which, because of bodily injury sustained in the same accident, the injured person may be entitled to recover from the Company for protection against uninsured motorists insurance.

#### POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period, within the United States of America, its territories or possessions, or Canada.

#### CONDITIONS

This insurance is subject to the following additional Conditions:

#### 1. Notice.

- (a) In the event of an accident, written notice containing particulars sufficient to identify the injured persons, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each injured person to the Company or any of its authorized agents as soon as practicable. If any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such injured person or his legal representative.
- (b) Any injured person who has received benefits and who makes a claim or institutes legal action against any person or organization legally responsible for the **bodily** injury shall give notice of such claim or action to the Company by personal service or by registered or certified mail.
- Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.
- 3. **Medical Reports; Proof of Claim.** As soon as practicable the **injured person** or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **injured person** shall submit to physical examinations by physicians selected by the Company at the expense of the Company when and as often as the Company may reasonably require.

The **injured person**, or in the event of his incapacity or death his legal representative, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports, copies of records and information with respect to loss of income. The Company may require that the **injured person**, as a condition for

receiving **income continuation expenses**, cooperate in furnishing the Company reasonable medical proof of his inability to work.

- 4. Reimbursement and Trust Agreement. In the event of payment to any person of any benefits under this endorsement:
  - (a) The Company shall be entitled to reimbursement or subrogation in accordance with the provisions of ORS 743.825, ORS 743.830 or Section 8 of Chapter 784 Laws 1975.
  - (b) The Company is entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the injured person against any person or organization legally responsible for the accident, to the extent benefits were paid, less the Company's share of expenses, costs and attorney fees incurred by the injured person in connection with such recovery.
  - (c) The **injured person** shall hold in trust for the benefit of the Company all his rights of recovery to the extent of benefits furnished.
  - (d) The injured person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  - (e) If requested in writing by the Company, the injured person shall take, through any representative, not in conflict in interest with him designated by the Company, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the injured person but only, to the extent of benefits furnished by the Company. In the event of recovery the Company shall also be reimbursed out of such recovery for the injured person's share of expenses, costs and attorney's fees incurred by the Company in connection with the recovery;
  - (f) The injured person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of the injured. person and the Company as established by this provision;
- 5. Arbitration. If any person making claim and the Company do not agree as to the amount payable hereunder, then each party shall, upon the written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree thereon within 30 days then, upon the request of such person or the Company, such third arbitrator shall be selected by a judge of a court of record in the County and State in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall be binding upon the person and the Company, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration, provided that attorney fees and fees paid to medical or other expert witnesses are not deemed to be expenses of arbitration but are to be borne by the party incurring them. Unless the parties otherwise agree the arbitration shall be conducted in the County and State in which the person resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

#### 6. Other Insurance.

The insurance afforded under this endorsement shall be excess for:

- (a) bodily injury sustained by any pedestrian, other than the named insured or any relative, to the extent that amounts are paid or payable to or on behalf of such pedestrian under any collateral benefits, including but not limited to insurance benefits under another policy issued by this or any other insurer, governmental benefits, gratuitous benefits or Oregon Personal Injury Protection benefits.
- (b) bodily injury sustained by the named insured or any relative while occupying any motor vehicle, other than the insured motor vehicle, with respect to which Oregon Personal Injury Protection benefits are in effect.

# SECTION II

It is further agreed that any automobile medical payments insurance afforded under the policy shall be excess insurance over any medical expense benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** to an **injured person**.

#### **BUSINESS AUTO POLICY**

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

Home Office: 4333 Brooklyn Ave. N.E., Seattle, Washington 98185 (Each a stock insurance company)
In return for the payment of the premium and subject to all the terms of this policy, we agree with you as follows:

#### PART I

# WORDS AND PHRASES WITH SPECIAL MEANING --READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear in **boldface type** when used:

- A. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
- B. "We," "us" and "our" mean the company providing the insurance.
- C. "Accident" includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage** the **insured** neither expected nor intended.
- D. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include mobile equipment.
- E. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
- F. "Insured" means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to our limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.
- G. "Loss" means direct and accidental damage or loss.
- H. "Mobile equipment" means any of the following type of land vehicles:
  - Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Genferators; Air Compressors; Drills; Other similar equipment.
  - 2. Vehicles designed for use principally off public roads.
  - 3. Vehicles maintained solely to provide mobility for such specialized equipment when permanently attached.
  - 4. Vehicles not required to be licensed.
  - Autos maintained for use solely on your premises or that part of roads or other accesses that adjoin your premises.
- I. "Property damage" means damage to or loss of use of tangible property.
- J. "Trailer" includes semitrailer.

# PART II

# WHICH AUTOS ARE COVERED AUTOS

- A. ITEM TWO of the declarations shows the autos that are covered autos for each of your coverages. The numerical symbols explained in ITEM THREE of the declarations describe which autos are covered autos. The symbols entered next to a coverage designate the only autos that are covered autos.
- B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.
  - 1. If symbols "1," "2," "3," "4," "5" or 6 are entered next to a coverage in ITEM TWO, then you already have coverage for **autos** of the type described until the policy ends.
  - 2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an **auto you** acquire will be a covered **auto** for that coverage only if:
    - a. We already insure all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
    - b. You tell us within 30 days after you acquire it that you want us to insure it for that coverage.

#### C. CERTAIN TRAILERS AND MOBILE EQUIPMENT.

If the policy provides liability insurance, the following types of vehicles are covered **autos** for liability insurance:

- Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. Mobile equipment while being carried or towed by a covered auto.

(continued on reverse side)

#### PART III

# WHERE AND WHEN THIS POLICY COVERS

We cover accidents or losses which occur during the policy period:

- A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or
- B. While the covered auto is being transported between any of these places.

#### PART IV

# LIABILITY

#### A. WE WILL PAY.

- We will pay all sums the insured legally must pay as damages because of bodily injury
  or property damage to which this insurance applies, caused by an accident and
  resulting from the ownership, maintenance or use of a covered auto.
- 2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for bodily injury or property damage not covered by this policy. We may investigate and settle any claim or suit as we consider appropriate. Our payment of the LIABILITY INSURANCE limit ends our duty to defend or settle.

#### B. WE WILL ALSO PAY.

In addition to our limit of liability, we will pay for the insured:

- Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- 2. Premiums on appeal bonds in any suit we defend.
- Premiums on bonds to release attachments in a suit we defend but only for bonds up to our limit of liability.
- 4. All costs taxed to the insured in a suit we defend.
- 5. All interest accruing after the entry of the judgement in a suit we defend. Our duty to pay interest ends when we pay or tender our limit of liability.
- Up to \$50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
- 7. Other reasonable expenses incurred at our request.

#### C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- 1. Liability assumed under any contract or agreement.
- Any obligation for which the **insured** or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
- 3. Any obligation of the **insured** to indemnify another for damages resulting from **bodily injury** to the **insured's** employee.
- Bodily injury to any fellow employee of the insured arising out of and in the course of his or her employment.
- Bodily injury to any employee of the insured arising out of and in the course of his or her employment by the insured. However, this exclusion does not apply to bodily injury to domestic employees not entitled to workers' compensation benefits.
- Property damage to property owned or transported by the insured or in the insured's care, custody or control.
- 7. Bodily injury or property damage resulting from the loading or property before it has been put in or on the covered auto or the unloading of property after it has been taken off or out of the covered auto. This exclusion does not apply to loading or unloading by means of a mechanical device that is permanently attached to the covered auto.
- Bodily injury or property damage caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

# D. WHO IS INSURED.

- 1. You are an insured for any covered auto.
- Anyone else is an insured while using with your permission a covered auto you own, hire or borrow except:
  - Someone using a covered auto you hire or borrow from one of your employees or a member of his or her household.
  - Someone using a covered auto while he or she is working in a business of selling, servicing, repairing or parking autos.
- 3. Anyone liable for the conduct of an **insured** described above is an **insured** but only to the extent of that liability. However, the owner or anyone else from whom **you** hire or

borrow a covered auto is an insured only if that auto is a trailer connected to a covered auto you own.

# E. OUR LIMIT OF LIABILITY.

- 1. Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the LIABILITY INSURANCE limit shown in the declarations.
- 2. All bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

#### F. OUT OF STATE EXTENSIONS OF COVERAGE.

- 1. While a covered auto is away from the state where it is licensed we will:
  - a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered auto is being
  - b. Provide the minimum amounts and types of other coverages, such as "No-Fault," required of out of state vehicles by the jurisdiction where the covered auto is being
- 2. We will not pay anyone more than once for the same elements of loss because of these extensions

#### PART V

# PHYSICAL DAMAGE A. WE WILL PAY. INSURANCE

- 1. We will pay for loss to a covered auto or its equipment under:
  - a. Comprehensive Coverage. From any cause except the covered auto's collision with another object or its overturn.
  - b. Specified Perils Coverage. Caused by:
    - (1) Fire or explosion;
    - (2) Theft:
    - (3) Windstorm, hail or earthquake;
    - (4) Flood:
    - (5) Mischief or vandalism;
    - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.
  - c. Collision Coverage, Caused by the covered auto's collison with another object or its overturn.

#### 2. Towing.

We will pay up to \$25 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### B. WE WILL ALSO PAY.

We will also pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered auto of the private passenger type. We will pay only for those covered autos for which you carry either Comprehensive or Specified Perils Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss.

#### C. WE WILL NOT COVER - EXCLUSIONS.

This insurance does not apply to:

- 1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy.
- 2. Blowouts, punctures or other road damage to tires unless caused by other loss covered by this policy.
- 3. Loss caused by declared or undeclared war or insurrection or any of their consequences.
- 4. Loss caused by the explosion of a nuclear weapon or its consequences.
- 5. Loss caused by radioactive contamination.
- 6. Loss to tape decks or other sound reproducing equipment not permanently installed in a covered auto.
- 7. Loss to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

 Loss to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories.

#### D. HOW WE WILL PAY FOR LOSSES - THE MOST WE WILL PAY.

- 1. At our option we may:
  - a. Pay for, repair or replace damaged or stolen property; or
  - b. Return the stolen property, at our expense. We will pay for any damage that results to the auto from the theft.
- 2. The most we will pay for loss is the smaller of the following amounts:
  - a. The actual cash value of the damaged or stolen property at the time of loss.
  - b. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.
- 3. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the declarations does not apply to loss caused by fire or lightning.

# E. GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto.

#### PART VI

#### CONDITIONS

The insurance provided by this policy is subject to the following conditions:

# A. YOUR DUTIES AFTER ACCIDENT OR LOSS.

- You must promptly notify us or our agent of any accident or loss. You must tell us how, when and where the accident or loss happened. You must assist in obtaining the names and addresses of any injured persons and witnesses.
- 2. Additionally, you and other involved insureds must:
  - a. Cooperate with us in the investigation, settlement or defense of any claim or suit. No insured shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.
  - Immediately send us copies of any notices or legal papers received in connection with the accident or loss.
  - c. Submit at our expense and as often as we require to physical examinations by physicians we select.
  - d. Authorize us to obtain medical reports and other pertinent medical information.
- Additionally, to recover for loss to a covered auto or its equipment you must do the following:
  - Permit us to inspect and appraise the damaged property before its repair or disposition.
  - b. Do what is reasonably necessary after loss at our expense to protect the covered auto from further loss.
  - c. Submit a proof of loss when required by us.
  - d. Promptly notify the police if the covered auto or any of its equipment is stolen.

# B. OTHER INSURANCE.

- For any covered auto you own this policy provides primary insurance. For any covered auto you don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered auto which is a trailer is connected to another vehicle the liability coverage this policy provides for the trailer:
  - a. Is excess while it is connected to a motor vehicle you don't own.
  - b. Is primary while it is connected to a covered auto you own.
- When two or more policies cover on the same basis, either excess or primary, we will
  pay only our share. Our share is the proportion that the limit of our policy bears to the
  total of the limits of all the policies covering on the same basis.

#### C. OUR RIGHT TO RECOVER FROM OTHERS.

If we make any payment, we are entitled to recover what we paid from other parties. Any person to or for whom we make payment must transfer to us his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

#### D. CANCELING THIS POLICY DURING THE POLICY PERIOD.

- You may cancel the policy be returning it to us or by giving us advance notice of the date cancellation is to take effect.
- 2. **We** may cancel the policy by mailing **you** at least 10 days notice at **your** last address known by **us. We** may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
- The effective date of cancellation stated in the notice shall become the end of the policy period.
- 4. If this policy is canceled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. However, making or offering to make the refund is not a condition of cancellation. If **you** cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If **we** cancel, the refund, if any, will be computed prorata.

#### E. LEGAL ACTION AGAINST US.

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against **us** until **we** agree in writing that the **insured** has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring **us** into any action to determine the liability of the **insured**.

#### F. INSPECTION.

At **our** option **we** may inspect **your** property and operations at any time. These inspections are for **our** benefit only. By **our** right to inspect or by **our** making any inspection **we** make no representation that **your** property or operations are safe, not harmful to health or comply with any law, rule or regulation.

#### G. CHANGES.

This policy contains all the agreements between **you** and **us.** Its terms may not be changed or waived except by endorsement issued by **us.** If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. If **we** revise this policy form to provide more coverage without additional premium charge **your** policy will automatically provide the additional coverage as of the day the revision is effective in **your** state.

#### H. TRANSFER OF YOUR INTEREST IN THIS POLICY.

Your rights and duties under this policy may not be assigned without our written consent.

# I. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE INSURANCE ONLY.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

#### J. BANKRUPTCY.

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this policy.

#### K. APPRAISAL FOR PHYSICAL DAMAGE LOSSES.

- 1. If you and we fail to agree as to the amount of loss either may demand an appraisal of the loss. In such event, you and we shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.
- 2. We shall not be held to have waived any of our rights by any act relating to appraisal.

This policy has been signed for the company by its president and secretary and shall not be valid unless countersigned by an authorized representative of the company.

W. D. HAMMERSLA, SECRETARY

Bruce Maines

:6638-A

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SAFECO

SUPPLEMENTAL FLEET SCHEDULE

COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.

Coverages - Added by Endorsement on per car basis, indicate by a, premium entry.

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Covered	SCHEDULE OF AUTOS YOU OWN: Yr., Trade Name, Body Type, Serial No.	Terr.		Pre	emium			Stated Amount	Comp	rehensive	Spec. Perils	Co	ollision	Towing and		Total
No.	GVW or GCW, Cost new, age group, Garaging Location, other than in Item One.	If Other Indi- cate	Liab.	P.I.P.		Med.	U.M.	Limit	Ded.	Premium	Prem.	Ded.	Premium	Labor Prem.		Premium
7.	1965 PEERLESS TRAILER S# 655168 C/N 17,0006		\$ 76.	\$ SOPE	684	99	\$	S ACV	\$	\$	\$ 40.	\$	\$ 148.	\$	\$ \$	\$ 264.
8.	1969 PEERLESS TRLR. S# 699240 C/N 70,0006		76.	ODE		90		ACV			40.		148.			264.
9.	1969 KENWORTH TRACTOR S# 114373 C/N 15,0006		856.		504		4.	ACV			33.		242.			1,135.
10	. 1979 MACK TRUCK S# RWL766LST43373 C/N 55,0001		841.	ODE	464	99	4.	ACV			213		552.			1,610.
			CLASS (	ODE_		207										
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Loss is payable (Covered Auto No.) to you and to the Loss Payee named here, as

interest may appear at the time of loss:

VEH #10: MACK FINANCIAL CORPORATION, 5411 NORTH LAGOON ST., PORTLAND, OR. 97217

Page \_\_\_\_ 2 2

#### CHANGES IN POLICY — HANDLING OF PROPERTY

# LIABILITY INSURANCE is changed as follows:

A. The exclusion relating to loading or unloading of property does not apply. The following two exclusions apply instead:

This insurance does not apply to:

Bodily injury or property damage resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the **insured** for movement into or onto the covered **auto**, or
- b. After it is moved from the covered auto to the place where it is finally delivered by the insured.

**Bodily injury** or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered **auto**.

- B. WHO IS INSURED is changed to read:
  - D. WHO IS INSURED
    - 1. You are an insured for any covered auto.
    - 2. Anyone else is an **insured** while using with **your** permission a covered **auto you** own, hire or borrow except:
      - a. Someone using a covered auto you hire or borrow from one of your employees or a member of his or her household.
      - b. Someone using a covered **auto** while he or she is working in a business of selling, servicing, repairing or parking **autos**.
      - c. Anyone other than **your** employees, a lessee or borrower or any of their employees, while moving property to or from a covered **auto**.
    - 3. Anyone is an **insured** for his or her liability because of acts or omissions of an **insured** described above. However, the owner of or anyone else from whom **you** hire or borrow a covered **auto** is an **insured** only if that **auto** is a **trailer** connected to a covered **auto you** own.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

- A. The policy does not apply:
  - 1. Under any Liability Coverage, to bodily injury or property damage
    - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - 2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
  - Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
    - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
    - the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
    - c. the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c applies only to **property damage** to such **nuclear facility** and any property thereat.
- B. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material:

(continued on reverse side)

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"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph 1 or 2 thereof;

#### "nuclear facility" means

- 1. any nuclear reactor,
- any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,
- 3. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- 4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

#### SPLIT LIABILITY LIMITS

OUR LIMIT OF LIABILITY is changed to read:

- A. Regardless of the number of covered autos, insureds claims made or vehicles involved in the accident, our limit of liability is as follows:
  - The most we will pay for all damages resulting from bodily injury to any one person caused by any one accident is the limit of Bodily Injury Liability shown in the declarations for "each person."
  - Subject to the limit for "each person," the most we will pay for all damages resulting from bodily injury caused by any one accident is the limit of Bodily Injury Liability shown in the declarations for "each accident."
  - 3. The most we will pay for all damages resulting from property damage caused by any one accident is the limit of Property Damage Liability shown in the declarations.
- B. All bodily injury and property damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one accident.

# COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED	COVER-	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	(FULL TERM) PREMIUM	ADDITIONAL PREMIUM				
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#### UNINSURED MOTORISTS INSURANCE

#### A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

- "Family member" means a person related to you by blood, marriage or adoption who
  is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
  - b. For which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or
  - c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
  - d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

#### B. WE WILL PAY

- We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.
- If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
- Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

(continued on reverse side)

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INSURED .	F NOT ATTACHED TO F	OLICY WHEN POLICY IS	COVER AGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	NEW (FULL TERM) PREMIUM	ADDITIONAL
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#### C. WE WILL NOT COVER - EXCLUSIONS

This insurance does not apply to:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

# D. WHO IS INSURED

- 1. You or any family member.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto.
   The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

#### E. OUR LIMIT OF LIABILITY

- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
- 2. Any amount payable under this insurance shall be reduced by:
  - All sums paid or payable under any workers' compensation, disability benefits or similar law, and
  - b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
- Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

#### F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- 2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved, and
  - b. Promptly send us copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following: If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.
- 4. The following Condition is added:

#### ARBITRATION

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### SPLIT UNINSURED MOTORISTS LIMITS

Paragraph 1 of OUR LIMIT OF LIABILITY is changed to read:

- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, our limit of liability is as follows:
  - a. The most **we** will pay for all damages resulting from **bodily injury** to any one person caused by any one **accident** is the limit shown in the declarations.
  - b. Subject to the limit for "each person," the most we will pay for all damages resulting from **bodily injury** caused by any one **accident** is the limit shown in the declarations for "each **accident**."
  - c. If coverage for property damage is provided by this insurance, the most we will pay for all damages resulting from property damage caused by any one accident is the limit of property damage shown in the declarations for "each accident."

COMPLETE THE	FOLLOWING IF	NOT ATTACHED	TO POLICY	WHEN P	OLICY IS ISSUE	D:

INSURED		COVER-	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM		(FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
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#### CHANGES IN UNINSURED MOTORISTS INSURANCE

- A. WORDS AND PHRASES WITH SPECIAL MEANING is changed as follows:
  - "Uninsured motor vehicle" also includes a hit-and-run vehicle which causes bodily injury to an insured without hitting the insured, a covered auto or a vehicle the insured is occupying. However, the facts of the accident must be corroborated by competent evidence other than the testimony of a person making a claim under this or any similar insurance.
- B. WHO IS INSURED is changed to read as follows:
  - 1. You or any family member.
  - Anyone else occupying a covered auto or a temporary substitute for a covered auto.
     The covered auto must be out of service because of its breakdown, repair, servicing loss or destruction.
  - 3. Anyone else occupying an auto you are operating.
  - Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.
- C. ARBITRATION is changed as follows: .

We will pay all arbitration costs to an **insured** in excess of \$100. Arbitration costs to an **insured** shall not include attorneys' fees or any expenses incurred in producing evidence or witnesses or making transcripts of the arbitration proceedings.

ersla ERSLA, SECRETARY COMPLETE THE FULLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED: SRIPR FACTOR OLD (FULL TERM) PREMIUM NEW (FULL TERM) PREMIUM CLASS OR CODE ADDITIONAL PREMIUM INSURED FNDORSEMENT lat the hour of day stated in the policy POLICY OR BON POLICY EXP DATE MPP ACCT TYPING TOTAL S GROSS S - SAFECO INSURANCE COMPANY OF AMERICA G - GENERAL INSURANCE COMPANY OF AMERICA F - FIRST MATIONAL INSURANCE COMPANY OF AMERICA MEREH & COLDARAT (Policy or Bond is issued by the company designated by initial)

This endorsement is executed by the company stated in the declarations.

ADDITIONAL INSURED - LESSOR

Insurance Company SAFECO INSURANCE COMPANY OF AMERICA Policy Number CP 646638-A

Effective date 4-23-79 Expiration date 4-23-82

Named Insured LININTON PLYWOOD ASSOCIATION

Address 10504 N.W. ST. HELENS RD., PORTLAND, OREGON 97231 Additional Insured (Lessor) BILL-MAR, INC., BILL WALSH TRUCKING AND WILLIAM E. WALSH

Coverages	2360 N. MARINE DRIVE, PORTLAND, OREGON 972 Limit of Liability	2-1
Liability	\$ Each Accident	$\exists$
Personal Injury Protection (or equivalent	SEE POLICY DECLARATIONS	
no-fault coverage)	\$	
Comprehensive	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS	- 1
	LESS; MINUS: \$* For Each Covered Auto	
Collision	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS	5
	LESS; MINUS: \$ For Each Covered Auto	,
Specified Perils	ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS	5
	LESS; MINUS: \$ For Each Covered Auto	,

#### A. PHRASE WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Leased auto" means an auto leased to you under a leasing agreement of one year or more, including any substitute or replacement, for which the leasing agreement requires you to provide primary insurance for the lessor.

- B. For a covered auto which is a leased auto WHO IS INSURED is changed to include as an insured the lessor named in this endorsement. However, the lessor is an insured only for bodily injury or property damage resulting from the acts or omissions of:
  - 1. You;
  - 2. Any of your employees or agents;
  - 3. Any person, except the lessor or any employee or agent of the lessor, operating a leased auto with the permission of any of the above.
- C. If we cancel the policy, we will mail notice to the lessor in accordance with CANCELING THIS POLICY DURING THE POLICY PERIOD.
- D. Cancellation ends this agreement.
- E. The lessor is not liable for payment of your premiums.

This endorsement is executed by the company stated in the declarations.

W. D. HAMMERSI	A. SECRETARY NO IF NOT ATTACHED TO POLICY WHEN POLICY IS	SSUED:				ı	Bruce MA	Maine INES, PRESIDENT	la
INSURED		COVER	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD IFULL TERMI PREMIUM	RETURN PREMIUM	(FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE	(at the hour of day stated in the poli	cyl			s	5	5	8	
POLICY OR BOND NUMBER									
POLICY EXP DATE	MPP ACCT NUMBER								
ENDORSEMENT NUMBER	TYPING DATE								
SERVCE OFFICE					TOTALS GROSS				
	OMPANY OF AMERICA COMPANY OF AMERICA RANCE COMPANY OF AMERICA Wy the company designated by initial)				MAI	ROII G II	A STATE OF THE SENTATION	~	



This endorsement alters the provisions for:

#### LEASED AUTOMOBILES - LESSOR'S INTEREST

linsert the coverage to be amended in the above space)

IT IS AGREED THE AUTOMOBILE(S) DESCRIBED BELOW OR ANY REPLACEMENT THEREOF SHALL

BE CONSIDERED AN "OWNED" AUTOMOBILE. IT IS FURTHER AGREED THE FOLLOWING NAMED

LESSOR IS INCLUDED AS AN ADDITIONAL INSURED BUT ONLY AS RESPECTS ACTS OR OMISSIONS

OF THE NAMED INSURED AND ONLY AS RESPECTS THE "OWNED" AUTOMOBILE; HOWEVER,

COVERAGE ONLY APPLIES WHILE AUTOS ARE BEING DRIVEN ON BUSINESS FOR LINNTON

PLYWOOD ASSOCATION.

NAMED LESSOR AND ADDRESS

BILL MAR, INC.
BILL WALSH TRUCKING, & WILLIAM E. WALSH

DESCRIPTION OF AUTOMOBILE(S)

- 1. 1977 PETERBILT TRACTOR MDL #359-A19 S#96561PK
- 2. 1969 KENWORTH TRACTOR #114373 EFF 10-24-78
- 3. 1968 BEAL TRAILER, PCS 41868
- 4. 1965 PEERLESS TRAILER, #655168
- 5. 1969 PEERLESS TRAILER, #699240 EFF 6-21-78

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED

INSURED	9 12 12 12 12 12 12 12 12 12 12 12 12 12		COVER	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM)	RETURN PREMIUM	NEW (FULL TERM)	ADDITIONAL	
ENDORSEMENT EFFECTIVE	(at the h	our of day stated in the policy			FACTOR	PREMIUM		PREMIUM		
POLICY OR BOND NUMBER	tat the ne	ar or day stated in the pointy	1			3	3			
POLICY EXP DATE		PACCT								
ENDORSEMENT NUMBER		PING			-					
SERVICE										

S - SAFECO INSURANCE COMPANY OF AMERICA G - GENERAL INSURANCE COMPANY OF AMERICA

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

MARSII & MOLENNAN, INCOMPONIN



# SAFECO INSURANCE COMPANY OF AMERICA — AS INSURER

This agreement modifies such insurance as is afforded by the provisions of the policy relating to Automobile Insurance.

It is agreed that SAFECO Insurance Company of America shall replace General Insurance Company of America as the insurer under this policy for all insurance provided for an automobile except with respect to the following vehicles owned by an individual named insured or rated as if owned by an individual named insured:

- 1. Private passenger automobiles (including station wagons);
- 2. Pickups, delivery sedans and panel trucks not customarily used

in the occupation, profession or business of the insured;

- 3. Self-propelled mobile homes (including pickups, delivery sedans or panel trucks with living quarters permanently attached thereto, whether equipped with single or dual rear wheels) not used in the occupation, profession or business of the insured; or
- 4. Trailers equipped as living quarters, popularly known as "mobile homes," including camping trailers.

SAFECO I	nsurance	Company	of	America
----------	----------	---------	----	---------

General Insurance Company of America

This endorsement is executed by the company stated in the declarations.

W. D. HAMMERBLA, SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

NEW (FULL TERM) PREMIUM SR/PR FACTOR PREMIUN ENDORSEMENT EFFECTIVE (at the hour of day stated in the policy POLICY OR BOI NUMBER POLICY EXP DATE MPP ACCT NUMBER ENDORSEMENT NUMBER TYPING DATE

5 - SAFECO INSURANCE COMPANY OF AMERICA G - GENERAL INSURANCE COMPANY OF AMERICA F - FIRST NATIONAL INSURANCE COMPANY OF AMERICA (Policy or Bond is issued by the company designated by initial)

(Coverage is provided by the company designated by initial, a stock insurance company herein called the campany)

# Certificate of Insurance

MARSH	3	MC	LENNAN,	INC.	3-170

Name of Insured and Maili	na Address (Street	City. State or Provin	nce 71	IP or Postal Co	de)		Policy Per	riod.
_				7	291	APP T		
	OOD ASSOCIATI T. HELENS ROA			- I I I I I I I	fro	m_APRIL	23, 19	979
PORTLAND, OR					to_	APR IL	23, 19	982
For each policy the following	ng schedule indica	tes the basic type o	of insu	urance provide		ndard Time,		ress of the insured
mum amount payable for lo This certificate is only a nor negatively amends,	statement of the ex			y any policy d	escribe	d herein.		
					Limits of	Liability or Amo		
Policy Number	Type of Insurance	Coverage Bodily Injury	\$	One Person	\$		ence	Aggregate \$
	Other Than Automobile	Property Domoge	1 193		\$			\$
	Automobile	Combined	e 3	00,000.	\$			
CP 646638-A	Automobile	Bodily Injury Property Damage			S			
	Liability	Combined	L STAN	ing an anaista an	\$			
CP 646638-A	PHYSICAL DAMAGE	COMPREHENS I COLLISION	1	CV/SP. PER ,000. DED.		n		
				Perils Ins	ured Aga	inst	Coins. %	Limit of Liability
	Property Insurance	Building(s) Personal Property Business Interruption				A Section 1		·
		Location:		C. birntar		- ( al - 14/ l		
	Workmen's Compensation			Compenso	tion laws	of the Workmen of the state in s coverage.	i S	
Location of risk covered, or  1.1977 PETERBILT TR.  3. 1968 BEAL TRLR.  5. 1969 PEERLESS TR.  7. 1979 MACK TRUCK  In the event of any materia to the party to whom this co Certificate is issued to: Nam BILL—MAR, IN WILLIAM E. W  2360 N. MARIN	ACTOR MDL #34- S# PCS 41868, AILER S# 6992- S# RWL766LST*, Il change in, or cal ertificate is issued, e and Address -, BILL WALSI	9-A19, S#96561 4. 1965 PEERL 40, 6. 1972 MA 5373 ncellation of, said p	PK, ESS ACK TO policies such no	2. 1969 KE TRAILER S# RACTOR S# s, the undersigotice shall imp	767LS ned coose no	TH TRACTOR 68 T9884 mpany will e obligation in	endeavor in or liability	to give written notice
PORTLAND, OR					If an	'x'' in box	- limits o	f liability have been
					increas above.	ed only for	operation	ns or work described
Dated at TB:RM:5:8	on	3-22-79			MARS	on reverse	A St	wers
					GENERA	INSURANCE CON L INSURANCE CO ATIONAL INSUR	OMPANY OF	AMERICA

LOSS PAYABLE CLAUSE

- A. We will pay you and the loss payee named in the policy for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the **loss** results from fraudulent acts or omissions on **your** part.
- C. We may cancel the policy as allowed by CANCELING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest, If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain his rights against any other party.

APPLIES TO: 1977 PETERBILT TRACTOR MDL. #349-A19

This endors	ement is execu	uted by the	e compar	ny stated in the	declara	itions.					
	HAMMERSLA, SECRE			WHEN POLICY IS IS	SUFD:			:			Maires
INSURED				OCIATION	COVER	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	(FULL TERM) PREMIUM	ADDITIONAL PREMIUM
FNDORSEMENT EFFECTIVE				v stated in the policy)				s	s	\$	s
POLICY OR BOND	CP 6466	58-A									
POLICY EXP DATE	4-23-82		MPP ACCT NUMBER								
ENDORSEMENT NUMBER			TYPING DATE	3-23-79							
SERVICE OFFICE	TB:TL:5	:8				·		TOTALS GROSS			
G . GENERAL I	SURANCE COMPANY INSURANCE COMPANY IDNAL INSURANCE CO	OF AMERICA	ERICA					MA	RSH &	Malennan	NCORPOR

Copyright, 1977, Insurance Services Office

(Policy or Bond is issued by the company designated by initial)

# LOSS PAYABLE CLAUSE

- A. We will pay you and the loss payee named in the policy for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts or omissions on your part.
- C. We may cancel the policy as allowed by CANCELING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain his rights against any other party.

APPLIES TO: 1972 MACK TRACTOR, S# 767LST9884

1979 MACK TRUCK, S# RWL766LST43373

This endorsement is executed by the company stated in the declarations.

HA Hammersla

W. D. HAMMERSLA, SECRETARY

COMPLETE THE FULLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

Bruce Maines

INSUREO	LINNTON PLYW	non As	SOCIATIO	COVER AGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	(FULL TERM) PREMIUM	PREMIUM	(FULL TERM) PREMIUM	ADDITIONAL PREMIUM	
ENDORSEMENT EFFECTIVE			y stated in the policy)			1	\$	5	8	8	
POLICY OR BOND	CP 646638-A										
POLICY EXP DATE	4-23-82	MPP ACCT NUMBER						P. B. Call			
ENDORSEMENT NUMBER	12302	TYPING DATE	7-27-70	-							
SERVICE OFFICE	TB:TL:5:8		2-62-13	-			TOTALS GROSS			TOODI	

- SAFECO INSURANCE COMPANY OF AMERICA

GENERAL INSURANCE COMPANY OF AMERICA

MARSH & MCLENNAN, INCORPORATE

Copyright, 1977, Insurance Services Office

# MARSH & MC LENNAN, INC. 3-170

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### LOSS PAYABLE CLAUSE

- A. We will pay you and the loss payee named in the policy for loss to a covered auto, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the loss results from fraudulent acts or omissions on your part.
- C. We may cancel the policy as allowed by CANCELING THIS POLICY DURING THE POLICY PERIOD. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain his rights against any other party.

APPLIES TO: 1972 MACK TRACTOR, S# 767LST9884

This endorsement is executed by the company stated in the declarations.

TA Hammersla
W. D. HAMMERSI A SECRETARY

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

UNEARNED SR/PR FACTOR RETURN PREMIUM PREMIUM LINNTON PLYWOOD ASSOCIATION ENDORSEMENT EFFECTIVE POLICY OR BON NUMBER lat the hour of day stated in the policy CP 646638-A POLICY EXP DATE MPP ACCT 4-23-82 ENDORSEMENT NUMBER TYPING 3-23-79

TB:TL:5:8

NCE COMPANY OF AMERICA
ANCE COMPANY OF AMERICA
INSURANCE COMPANY OF AMERICA

MARSH & McLENNA

Copyright, 1977, Insurance Services Office

Super Contact Statement in

A-2041 4/78 (ISO CA 9919 0178)

G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: 4333 BROOKLYN AVE. N.E., SEATTLE, WASHINGTON 98185
HEAD OFFICE FOR CANADA: MISSISSAUGA, ONTARIO

(Coverage is provided by the company designated by initial, a stock insurance company herein called the company)

# Certificate of Insurance

ARSH &	MC L	ENNAN,	INC.	3-17	0
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e company certifies that	the insurance polici	es indicated below o	are in effect on the d	late of th	nis certificate.		
Name of Insured and Mai	ling Address (Street;	City, State or Provi	nce, ZIP or Postal Co	ode)		Policy Per	iod:
10504 N.W.	WOOD ASSOCIATI		٦	fron	APR II	23, 19	79
PORTLAND, O	REGON 97231			to	APR IL	23, 19	82
For each policy the follow mum amount payable for This certificate is only	oss.			ed. with	ndard Time, a	the insure	
nor negatively amends						a lo alla l	renner diffinditively
				Limits of L	iability or Amou	nt of Covera	ige
Policy Number	Type of Insurance	Coveroge	One Person		One Occurre	nce	Aggregate
CP 646638-A	Liability Other Thon	Bodily Injury Property Damage	S .	\$	300,000.	- 0	300,000
	Automobile  Automobile	Bodily Injury Property Damage	\$ 300,000.	\$ \$	300,000.		
CP 646638-A	Liability	Combined		\$ \$	100,000.		
CP 646638-A	PHYSICAL DAMAGE		VE ACV/SP. PER 1,000. DED	RILS			
			Perils Ins	ured Agai	nst	Coins. %	Limit of Liability
	Property Insurance	Building(s) Personal Property Business Interruption Location:					
	Workmen's Compensation		•	ition laws	of the Workmen' of the state in coverage.	s	
In the event of any mater to the party to whom this Certificate is issued to: National State Certificate is issued to:	ial change in, or concertificate is issued, me and Address ASING CORPS IRST AVENUE	9-A19, ncellation of, said pour failure to give s	policies, the undersig such notice shall imp ————————————————————————————————————	gned corpose no	mpany will en obligation no <b>30)</b> da der has been	ndeavor to or liability y prior no endorsed	o give written notice upon the company. tice of cancellation to to policy No.(s):
				above.	ed only for	operations	liability have been s or work described
Dated				MARS	H & McLE	MAN, I	NCORPORATED
ar TB:RM:5:8	on	3-22-79	Ву	GENERAL	NSURANCE COM INSURANCE CO ITIONAL INSURA	MPANY OF A	MERICA

S = SAFECO INSURANCE COMPANY OF AMERICA
G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: 4333 BROOKLYN AVE. N.E., SEATTLE, WASHINGTON 98185

HEAD OFFICE FOR CANADA: MISSISSAUGA, ONTARIO

(Coverage is provided by the company designated by initial, a stock insurance company herein called the company)

#### Certificate of Insurance

Name of Insured and Maili	ng Address (Street	, City, State or Provi	nce, ZIP or Postal C	ode)		Policy Per	riod:
LINNTON PLYW	OOD ASSOCIATI	ON	٦	fro	.m. APRIL	. 23, 19	979
10504 N.W. S	T. HELENS ROA			110			
PORTLAND, OR	EGUN 9/231			to.	APRIL	23, 19	82
				Sto	_	2:01 A.M. at the add	Noon ress of the insured
For each policy the following mum omount payable for lo  This certificate is only a nor negatively amends,	ss. statement of the e	xistence of the polic	y or policies of ins	urance	herein referre		
				Limits of	Liability or Amou	int of Coverc	nge
Policy Number	Type of insurance	Coverage	One Person		One Occurre		Aggregate
CP 646638-A	Liability Other Than	Bodily Injury Praperty Damage	\$		100,000.		\$ 300,000. \$ 100,000.
	Automobile	Combined		1			
CP 646638-A	Automobile Liability	Bodily Injury Property Damage	\$ 300,000.		•		
al relative		Combined			5		
	Property Insurance	Building(s) Personal Property Business Interruption	Perils In:	sured Ago	ainst	Coins. %	Limit of Liability
		Location:					
	Workmen's Compensation		Compenso	ation law	of the Workmen s of the state in s coverage.	s	
Location of risk covered, or	description of aut	omobile or contract	covered, or descri	ption a	nd location o	f operatio	ons or work covered
ALL OPERATIONS OF	THE NAMED INS	URED IN ACCORD	ANCE WITH THE	POLI	CY TERMS A	ND COND	DITIONS
In the event of any materia to the party to whom this of Certificate is issued to: Nam AETNA PLYWOO 1731 ELSTON CHICAGO, ILL ATTN: J.M. F.	ertificate is issued, e and Address D, INC. AVENUE INOIS 60622	· ·	such notice shall im	pose no N (10) icate ho	o obligation no dolder has been "x" in box	or liability y prior no endorsed	-

on\_3-22-79

SAFECO INSURANCE COMPANY OF AMERICA GENERAL INSURANCE COMPANY OF AMERICA FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By\_

Dated



# LEASED AUTOMOBILE – LESSOR'S INTEREST

It is agreed the automobile(s) described below or any replacement thereof leased to the named insured for a continuous period of twelve months or more shall be considered an "owned" automobile. It is further agreed the following named lessor is included as an additional insured but only as respects acts or omissions of the named insured and only as respects the "owned" automobile; provided, however, that coverage shall not apply to the lessor of said automobile as an insured while the lessor is driving or has assumed control of such automobile.

Named Lessor and Address

BILL-MAR, INC., BILL WALSH TRUCKING & WILLIAM E. WALSH

2360 N. MARINE DRIVE PORTLAND, OREGON 97217

Description of Automobile(s)

1979 MACK TRUCK, S# RWL766LST43373

This endorsement is executed by the company stated in the declarations.

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED	LINNTON PL	YWOOD AS	SOCIATION
ENDORSEMENT	1-25-79	(at th	e hour of day stated in the policy)
POLICY OR BOND NUMBER	CP 646638		
POLICY EXP DATE	4-23-79	MPP ACCT NUMBER	
ENDORSEMENT NUMBER	17	TYPING	3-23-79
SERVICE	TB:TL:5:8		

Sondan H. Severy
GORDON H SWEANY PRESIDENT

MARSH & MOLENNIN HIDDE

RESIDENT LICENSED AGENT



S = SAFECO INSURANCE COMPANY OF AMERICA G = GENERAL INSURANCE COMPANY OF AMERICA F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA

# ACKNOWLEDGEMENT OF POLICY CHANGE

'gency Name and Address

MARSH & MC LENNAN, INC. 3-170

Named Insured and P.O. Address (Number, Street, Town, County, State, ZIP Code)

LINNTON PLYWOOD ASSOCIATION 10504 N.W. ST. HELENS ROAD PORTLAND, OREGON 97231 IMPORTANT - Please retain this with your policy file.

PC	DLICY NUMBER
	CP 646638
EF	FECTIVE DATE OF CHANGE
	JANUARY 25, 1979
EX	PIRATION OR ANNIVERSARY DATE
	APRIL 23, 1979

TB:TL:5:8 3-23-79

END. #16

This policy is hereby amended as follows in accordance with your request:

If ony premium adjustment or prescribed standard endorsement is required because of these changes, the premium will be adjusted or the appropriate endorsement issued at the time of next audit or policy anniversary.

The following AUTOMOBILE is ADDED:

Note - If this policy covers Automabile Liability - the coverage and limits provided automatically extend to cover any additional or replacement unit acquired.

Year	Trade Name	Body Type	Motor or Serial Number	Maximum Operating Radius	Gross Weight	Garage Location (Town & State)
1979	MACK	TRUCK	S# RWL766LST53373		80,000.	PORTLAND, OREGON

$\sqcup$	ACV OXXXXXXXXXXXXXXX. PERILS	Medical Payments \$ each person	n	☐ Towing and Labor
X	\$1,000. Deductible Collision	Uninsured Motorists		Other (describe)

The following **AUTOMOBILE** is **DELETED**:

Year Trade Name

Identification #

Garage Location

Any OTHER CHANGE - describe (addition, deletion, amendment of coverage or limits of liability).

Any loss under any property coverages afforded by the policy is payable as interest may appear to the named insured and:

(Name, Address, ZIP Code)

MACK FINANCIAL CORPORATION 5411 NORTH LAGOON STREET PORTLAND, OREGON 97217

MARSH & MAND A STATE OF THE STATE OF T	
By HA Slevens	_
AUTHORIZED REPRESENTATIVE	
issued	_

Loss Payee	☐ Mortgagee	

# LOSS PAYABLE CLAUSE

This insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party (herein called the lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor, Owner of the within described automobile or other Debtor nor by any change in the title or ownership of the property; provided, however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor, Purchaser or other Debtor in possession of the property insured under or bailment lease, conditional sale, mortgage or other security agreement is not covered under such policy, unless specifically insured against and premium paid therefor; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under such policy the Lienholder shall on demand, pay the same.

Provided also, that the Lienholder shall notify the company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by such policy, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise such policy shall be null and void.

The company reserves the right to cancel such policy at any time as provided by its terms, but in such case the company shall notify the Lienholder when not less than ten days thereafter such cancelation shall be effective as to the interest of said Lienholder therein and the company shall have the right, on like notice, to cancel this agreement. If the insured fails to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within sixty days thereafter, in form and manner as provided by the policy, and further, shall be subject to the provisions of the policy relating to appraisal and time of payment and of bringing suit.

Whenever the company shall pay the Lienholder any sum for loss or damage under such policy and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay fo the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under the policy, separate payment may be made to each party at interest provided the company protects the equity of all parties.

MATERIA U LATELACIT TON TUTTO NORAL TONS CINC 1.258 - NETAL - DEALTO